THE Bombay Gazette AND INDIAN DAILY NEWS.

No. 5,565. NEW SERIES.] BOMBAY: TUESDAY, APRIL 28, 1863. Annual Subscription in advance...RUPEES FIFTY-TWO.

THE BOMBAY GAZETTE.

TERMS OF SUBSCRIPTION.

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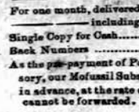
THE BOMBAY GAZETTE OVERLAND SUMMARY.

Is published *twice a month*—namely, on the departure of every Overland Mail from Bombay for Europe. It consists of such Indian and other Eastern Intelligence as has transpired throughout the previous fortnight, and is known to be of general interest in Europe, including all important changes in the disposition of H. M.'s Indian Army and Navy, Reports of the Markets, Shipping, Register of Births, Deaths, and Marriages, &c.

Annual Subscription, Rupees 10, payable in advance.
Single copy 8 annas.
Postage to England in advance. Rs. 3 per annum vid Marseilles, Rs. 2-4-0 vid Southampton.

Letters for the Editor of the *Bombay Gazette* should be addressed to the Editor, Fort, Bombay. Letters for the publisher, and all communications relating to the *Bombay Gazette Press* should be addressed to the Manager, Fort, Bombay.

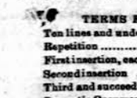
PASSAGE TO LONDON.



TO SAIL 15TH MAY.—The A 1 Clipper Ship PRINCE CONSORT, 1235 Tons, J. ATTWOOD, Commander. This Ship belongs to the BLACK BALL Australian Line of London Packets, and has excellent accommodation for Passengers. Apply to Captain ATKINSON or to
LAWRENCE & Co., Agents.

FOR LONDON DIRECT.

To Sail about 10th May.



THE Splendid fast-sailing British Ship EXCELSIOR A. 1. 9 years, 682 Tons Register, WM. SANDERSON, Commander. This ship will be found a first-rate Conveyance for Passengers.
For Passage apply to
Bombay, 21st April 1863. WM. NICOL & Co.

FOR LIVERPOOL.

THE A 1 Ship FRENCHMEN, 1156 Tons register, will sail about the beginning of May, has two side Cabins still disengaged. For Passage, apply to Captain GALLOWAY, at Messrs. ROBINSON & Co., Bombay.

FOR CALCUTTA.

THE Barque ASTEROID, 472 Tons T. S. GARDENER, Master, will sail with quick despatch. For Freight or Passage apply to the undersigned.
HEERJEE AURUT, Agent.
Musjeed Bunder, Bombay, 28th April 1863.

OVERLAND ROUTE *via* TRIESTE

(In direct communication with the P. and O. Co.'s Steamers to Suez.)

THE AUSTRIAN LLOYD'S MAIL STEAMERS leave Alexandria direct for Trieste weekly, immediately after the arrival of the Bombay and Calcutta Mails and Passengers from Suez. The distance between Alexandria and Trieste is 200 miles shorter than that between Alexandria and Marseilles and is much more agreeable, it being a constant trip full of variety of beautiful scenery from the Island of Candia to the port of Trieste. The passage occupies only 44 to 5 days and the Company employ on this line their best Steamers, built expressly for this service, and with special reference to the accommodation and comfort of Passengers, with an experienced Surgeon on board each vessel. At Trieste the traveller to England has an extensive choice of picturesque and interesting routes, occupying from 3 days 6 hours to 5 days to London at an expense varying from £7 to £13.

The railway between Trieste, Calais and Ostend, is complete throughout.

The Custom-house and Pass-port systems have been considerably modified and need not cause any apprehension of being vexatious or troublesome.

Passengers by the P. and O. Company's Steamers to Suez can have their baggage forwarded by that Company's Steamers to Southampton at a charge of 10s. per cwt., to which the Austrian Lloyd's Agent at Suez will attend.

The undersigned Agents are prepared to grant passage tickets for the Steamers plying between Alexandria and Trieste and for the railway between Trieste and Alexandria.

Rates of passage money, including a *liberal* table and steward's fees from Alexandria to Trieste, *first-class* £16; *second-class* £11; *children* under 10 years at *half fare*; under 3 years free. Steamers leave Suez for Alexandria with all the privileges of Passengers by the P. and O. Co., *first-class* £7, *second-class* £3 10s.; *children* over 3 and under 10 years at *half fare*. For further particulars, apply to

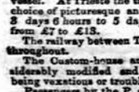
A. H. HUSCHKE & Co.,
Agents for the Austrian Lloyd.

Bombay, 27, Medow Street.

NOTICE.

Travellers by the Overland route *via* Trieste can have their Pass-ports *viséed* for Austria and Prussia by the undersigned.
A. C. GUMPERT,
Consul for Austria and Prussia.
Bombay, 27, Medow Street.

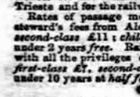
STEAM COMMUNICATION WITH THE MALABAR COAST, MADRAS, AND CALCUTTA.



THE British India Steam Navigation Company's (Limited,) Screw Steam Ship KURRACHEE, 700 Tons, 140 H. P., GEORGE BEYTS, Commander, will be despatched to the Malabar Coast on THURSDAY, the 30th instant, at 4 P.M., calling at Rutnagherry, Vingorla, Goa, Sedashaghur, Mangalore, Cannanore, Calicut, and Cochin, returning by the same route in nine days time.
W. NICOL & Co., Agents.

N. B.—Goods and Passengers may be conveyed to Madras and Calcutta via Calicut by this opportunity.

FOR SURAT.



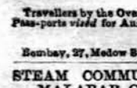
THE new and fast sailing Screw Steamer JOHNSTONE CASTLE. 197 Tons Register, Captain MAIN, will be despatched to Surat on WEDNESDAY the 29th instant, at 2 P.M.

For first-class Passage, apply to Messrs. MANOCKJEE LIMJEE & Co., below Messrs. LECKIE & Co., Rampart Row.

For Deck Passage and Freight, apply to the manager at the Steamer's Office, Bazar Gate Street.

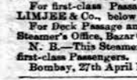
N. B.—This Steamer has very superior accommodation for first-class Passengers.
Bombay, 27th April 1863.

STEAM TO KURRACHEE AND THE PERSIAN GULF.



THE British-India Steam Navigation Company's (Limited,) Screw Steam Ship CORINGA, (750 Tons and 160 H. P.) FREDERICK BLACKMORE, Commander, will be despatched with Mails, Passengers, and Cargo for Kurrachee, Muscat, Gundel, Bushire, and Bussorah, twelve hours after arrival of the Overland Mail.
W. NICOL & Co., Agents.

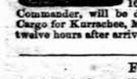
FOR SURAT.



THE fast sailing first-class Steamship VICTORIA, G. AHMED, Commander, lately repaired extensively and efficiently in Her Majesty's Dockyard under the supervision of Government Officers; the Engines have been thoroughly repaired and refitted with a new Boiler, and has excellent accommodation for first-class Passengers, will leave for the above Port, on THURSDAY, the 30th instant, at 12 A.M.

For Freight and Passage apply to NASER NURREHOJ & Co., Bazar Gate Street, Fort, opposite to Motishaw's house.

FOR SURAT.

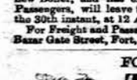


THE well-known and fast sailing Steamer SIR J. R. CARNAC, T. VANWULLEN, Captain, will leave the above Port, on WEDNESDAY, the 29th instant, at noon.

It is requested that Passengers will not go on board without a shipping order from the Office.

For Freight or Passage, apply at the Office, Bazar Gate Street, Fort.

FOR SURAT.



THE new and well-known Steamer MOUNTSTUART ELPHINSTONE, A. L. TAYLOR, Commander, will start for the above Port, on TUESDAY, the 28th instant, at 5 P.M. positively.

For Freight or Passage, apply at the Steamer's Office, near the Bazar Gate.
Bombay, 25th April 1863.

Notices.

NOTICE.—Consignees of Goods per Ship *Rajah of Cochin*, CUMMINGS, Master, from London, are requested to send off Boats for their Cargo without delay, otherwise the goods will be landed by the Captain as they come to hand at the expense and risk of the concerned.

Captain CUMMINGS will not be responsible for the condition of any package after it once leaves the Ship's deck.
RITCHIE, STEUART & Co.
21st April.

NOTICE.—I have this day admitted Mr. S. H. DAVID, a Partner with me, the business will, on and after this date, be carried on under the name and style of N. J. ABRAHAM & Co.
N. J. ABRAHAM & Co.
Bombay, 29th April 1863.

NOTICE.—The Firm of McCORMICK & Co., has been dissolved. The business will in future be carried on solely by D. A. McCORMICK, to whom all communications are to be addressed.

NOTICE.

HIS ROYAL HIGHNESS THE PRINCE OF WALES FETE.

SUBSCRIPTIONS TO HIS ROYAL HIGHNESS THE PRINCE OF WALES' FETE will be received by the Bank of Bombay, and such Gentlemen as have already Subscribed towards it are requested to pay the amount of their Subscription into the Bank of Bombay as soon as practicable.
VENAYECKROW JUGONNATHJEE Secretary.
Bombay, 20th April 1863.

NOTICE TO CONTRACTORS AND OTHERS.—The Executive Engineer Surat and Broach, is prepared to receive, up to the 15th May, Tenders for the repairs of all Public Buildings and other works in the Surat and Broach Collectorates; schedules showing the probable quantity of work to be done, can be obtained on application at the Executive Engineer's Office in the Ditch Bunder at Surat.
Executive Engineer's Office, Surat, 13th April 1863.

NOTICE.—TENDERS are invited for the ERECTION of an IRON SCREW PILE PIER, in the Harbour of Sedasheghur. A copy of the Specification and Section of the Site, can be obtained on application (post-paid) to the undersigned.

The time of commencement and the time of completion must be stated in the Tender.

All Woodwork will be executed by the Public Works Department.

A sum equal to 10 per cent. of the amount of Tender or approved Securities to that amount must be deposited with the undersigned on the signing of the Contract.

No reason will be given for the rejection of any Tender, and no Tender will be received after the 1st May 1863.
W. A. BAKER, Captain,
Executive Engineer, North Canara.
Office of Executive Engineer, North Canara, Sedashgrah, 9th January 1863.

NOTICE.—In consequence of the Notification of His Excellency the Governor, directing that FRIDAY the 1st proximo be observed as a General Holiday, in commemoration of the MARRIAGE OF HIS ROYAL HIGHNESS THE PRINCE OF WALES, the undermentioned Establishments will be closed on that day.

For the Oriental Bank Corporation,
R. MACNEIL, Agent, Bombay.
For the Agra, and United Service Bank, Limited,
B. B. MACCULLOCH, Manager.
For the Chartered Mercantile Bank of India, London and China,
R. D. PREBLES, Acting Agent.
For the Chartered Bank of India, Australia and China,
A. MORRISON, Agent.
For the Central Bank of Western India,
EDWIN HEYCOCK, Manager, Bombay.
For the Bank of Hindustan, China and Japan, Limited,
R. E. W. BAKER, Manager.
For the Agency of the Comptoir D'Escompte de Paris,
T. R. H. DAVISON, Acting Manager.
Bombay, 23rd April 1863.

NOTICE OF REMOVAL.

F. BORSINI, CHRONOMETER, WATCH AND CLOCK MAKER, AND JEWELLER, begs to inform his customers and the public generally, that he has removed his Establishment to No. 38, Medows Street, Fort, next door to the shop of the late firm of Peat & Co., Saddlers, where he invites an inspection of a newly arrived assortment of Watches, Clocks, Musical Boxes, and Jewellery, made by the best London and Geneva makers.

N. B.—Chronometers repaired, cleaned, and accurately rated.

Watches of every description repaired and cleaned properly, so as to ensure time-keeping.
CHARGES MODERATE.
Bombay, 1st April 1863.

BRITISH HOTEL.

ADVERTISEMENT.—The Proprietors of the late "British Hotel" having closed their business, take this opportunity respectfully to offer their grateful acknowledgments to the Public and Gentry of Bombay, and Outstations, for the kind support and patronage bestowed upon them for the time they conducted their late Establishment, and at the same time to solicit the favor, that such of their supporters as have bills still left unsettled with them will oblige them with an early remittance to enable them to finally close the accounts.
PESTONJEE SORABJEE & Co.
British Hotel, Lane, Fort, 1st Dec. 1862.

TOWN HALL, BOMBAY.

Thursday Evening, April 30th 1863.

GRAND COMPLIMENTARY BENEFIT TO THE SAN FRANCISCO MINSTRELS BY THE MASONIC FRATERNITY OF BOMBAY.

THE SAN FRANCISCO MINSTRELS

HAVE much pleasure in laying before the PUBLIC OF BOMBAY the following Correspondence:—

TO THE SAN FRANCISCO MINSTRELS.

The sons of light, having by those means so well known to the craft, discovered the Masonic radiance in the countenances of Five of the Sons of Harmony, even through the darkness in which their countenances are wont to be enveloped, hail them as friends of the Myrtle Tie, and request that they will favour Bombay with at least one more Musical Treat before they migrate to other lands, and that with the readiness to please which has made them so eminently successful they will give that Entertainment at the Town Hall.

G. TAYLOR, Provincial G. Master of Bombay,
G. S. JUDGE, D.P.G.M. of Bombay and W.

W. TREVOR ROPER, W.M. Lodge of Truth.
ALFRED KING, W. M. Lodge of Concord.
JOHN HODGART, W. M. Lodge "Perseverance."
Bombay, April 16th.

TO GEORGE TAYLOR, Esq., Provincial Grand Master of Bombay.
" J. S. JUDGE, Esq., D.P.G.M. of Bombay and W. M. to Lodge of Truth.
" W. TREVOR ROPER, W. M., Lodge St. George.
" ALFRED KING, Esq., W. M., Lodge Concord.

BRETHREN,—Yours of the 16th instant, requesting us to give an Entertainment at the Town Hall before our departure from Bombay has just been received, and in reply beg to thank you most sincerely for the kind interest you have shown us during our stay in this City, and also for this further proof of your Brotherly regard. We have therefore great pleasure in naming THURSDAY EVENING, APRIL 30th, for the proposed CONCERT.—We have the honor to remain, dear Sirs and Brethren, your fraternally,

J. O. PIERCE.
DAVE CARSON.
T. P. BROWER.
L. F. PALIN.
of the San Francisco Minstrels.

Adelphi Hotel, 18th April 1863.

☞ A Copy of the Popular Songs of OH TAKE ME TO LONDON AGAIN, AND THE WHOLE HOG OR NONE will be distributed gratuitously to the holder of each 1st Class ticket.

PROGRAMME.

PART I.

Overture Post Pourri.....	Minstrels.
Open Chorus, Hurrah, Hurrah	S. F. Minstrels.
Mocking Bird	T. P. Brower.
Che che va sola	Dave Carson.
Old Black Joe	J. O. Pierce.
Poor Mary Jane.....	Dave Carson.
Come where my love lies dreaming.	H. C. Campbell.
Whole Hog or None	Dave Carson.

Intermission of ten Minutes.

PART II.

GOD BLESS THE PRINCE OF WALES, Song and Chorus	Pierce & Company.
Grand Duet for Harmonican and Piano from William Tell.....	Messrs. Pierce and Palin.
Blue Tail Fly, with imitations	Dave Carson.
Flute Solo, Souvenier Di Napoli, op 105.....	L. F. Palin.
JOHN COMPANY; *a new original song* written expressly for this occasion by	J. O. Pierce.
Ballad, Thy Voice is near	H. C. Campbell.
Quartett, the unhappy Family	Messrs. Carson, Brower, Campbell and Pierce.
Sole Piano forte, Carnival DeVenice.	D. Harrison.
Solo, Sardinian Tibea, The Plough boy with Variations.....	J. O. Pierce.

The Evening's Entertainment to conclude with the laughable Comic Sketch by DAVE CARSON, (assisted by T. P. Brower) entitled—

HOW DO YOU DO,

In which DAVE CARSON will introduce the Song,

PADDY'S WEDDING.

CARDS OF ADMISSION.

Reserved Numbered Chairs, corresponding with Tickets issued at..... Rs. 4
Unreserved Seats ..... ,, 2

Tickets to be obtained at the Office of the *Times of India* where a plan of the Hall can be seen and at the Doors on the Evening of Performance.

Doors open at half-past 7 o'clock performance to commence at half-past 8.

Notices.

FETE IN HONOR OF THE MARRIAGE OF THEIR ROYAL HIGHNESSES THE PRINCE AND PRINCESS OF WALES.

THE COMMITTEE entrusted with carrying out the arrangements for the Fête which is to take place on the evening of May day (1st May) beg to express a hope that the community at large will render their assistance in giving *eclat* to the occasion by illuminating their Residences and Offices on the evening in question, and that the Commanders of Ships in the Harbour will dress their Ships in honor of the day from noon till sunset, and where practicable, that they will illuminate their Vessels in the evening, commencing from 7 o'clock. The arrangements proposed by the Committee will be given hereafter in full detail.

H. J. BARR,
Chairman of Working Committee.
25th April 1863.

EAST INDIAN RAILWAY.—The East Indian Railway Company having nearly completed the work for which their Rivet Transport Flotilla was constructed, are prepared to accept Tenders for all or any portion of the same It consists of eight Steamers built and engined by the firm of Messrs. Robt. Stephenson & Co., of Newcastle-upon-Tyne,—of Five Steamers built or purchased in India—of Eight Iron Barges, built in England by Messrs Robt. Stephenson & Co., and Messrs. Vernon & Co., and of a large number of River Sailing Boats built or purchased both in England and India.

Full particulars may be obtained of, and Tenders for the whole or any part, will be received up to the 1st May, 1863, by EDWARD PALMER, Esq., the Company's Agent at Calcutta, who is empowered to accept from time to time such tenders as may be considered satisfactory.

D. I. NOAD, Secretary.
Alderman's Walk, New Broad Street, E.C.,
London, 17th November, 1862.

THE MANOCKJEE PETIT'S SPINNING AND WEAVING COMPANY.—The Directors having made a Tenth Call, the Shareholders of the above Company are requested to pay in at the Office of the Company, on or before WEDNESDAY, the 20th May next, Rupees 100 per Share.

Interest at the rate of 12 per cent. per annum will be charged on all Calls paid within one month after that date; after the expiration of that period the Shares will be liable to forfeiture.

By order of the Board of Directors,
PESTONJEE DADABHOY, Secretary.
Bombay, 16th April 1863.

COTTON CLEANING AND PRESSING MACHINE AGENCY.

MANCHESTER COTTON COMPANY, LIMITED.

GENERAL BOARD OF DIRECTORS.

HUGH MASON, Ashton-under-Lyne, Cotton Spinner. Chairman.
JOHN CHEETHAM, Stalybridge, Cotton Spinner.
EDMUND ASHWORTH, Rochdale, do. do.
THOMAS BARTON, Manchester, do. do.
JAMES MARSHALL, Stockport, do. do.
THOMAS EMMOTT, Oldham, do. do.
E. C. HOWARD, Stockport, do. do.
THOMAS WOODS, Wigan, do. do.
ROBERT PLATT, Stalybridge, do. do.
H. LITTLEDALE, Liverpool, Cotton Merchant.
FRED STEIGER, Accrington, Turkey Red Dyer.
J. BUCKLEY, Ashton-under-Lyne, Cotton Spinner.
JOHN MAYALL, Mossley, do. do.
JOSIAH RADCLIFFE, Oldham, do. do.
JOHN WALKER, Bury, do. do.
WILLIAM WILD, Bury, do. do.
JOSEPH SCHOFIELD, Middleton, do. do.
JAMES BARLOW, Bolton, do. do.
JOSEPH THOMPSON, Manchester, do. do.
WRIGHT TURNER, Manchester, do. do.
THOS. MOSLEY, Manchester, Merchant.
WM. MORRIS, Manchester, Cotton Spinner.
WM. WANKLYN, Bury, do. do.
JOHN TAYLOR, Oldham, do. do.
J. F. CHEETHAM, Stalybridge, do. do.
G. B. HAYWOOD, Secretary and Manager.

Important to Home and Foreign Governments, Cotton Companies, Capitalists, Merchants, and Cotton Growers.

THE Directors of the Manchester Cotton Company, Limited, are prepared to execute orders for the supply of all descriptions of the most approved Cotton-Gins, Hydraulic and Hand-Presses, Horse or Bullock-power Machines, Hand-Driving Wheels, and Agricultural Implements.

The experience and information acquired by the Directors will enable them to supply Machinery of the best construction, with the latest improvements and on the most economical terms.

The Directors will execute such orders on commission, and all Machinery will be inspected by the Company's Engineer prior to shipment or delivery.

G. B. HAYWOOD, Secretary and Manager.
Hartford Chambers, Francis Square, Manchester, 12th Dec., 1862.

THE WESTERN INDIA HOTEL COMPANY. (LIMITED.)

CAPITAL £100,000 (TEN LAKHS) IN FOUR THOUSAND SHARES OF £25 EACH.

Provisional Directors.

THE HON'BLE M. SCOTT, Esq. — H. BYNE, Esq.
R. MCILWRAITH, Esq. — R. HANNAY, Esq.
J. A. FORBES, Esq. — SPENCER COMPTON, Esq.
R. L. THACKER, Esq.

Solicitor.—MESSRS. KELLY AND HORE.
Treasurers.—MESSRS. NICOL & CO.
Secretary.—G. W. TERRY, Esq.

THIS COMPANY has been formed for the purpose of erecting, establishing, and maintaining, under European Management, in the New Town on the Esplanade of Bombay, A FIRST CLASS HOTEL on the scale adopted to the present times and to the requirements of the rapidly increasing and constantly shifting population of the Capital of Western India.

Hotel accommodation in Bombay is at present notoriously bad in kind, and insufficient to meet the wants of the comparatively limited number of Travellers to or from Europe who pass through the Town, and, indeed, the permanent residents in Bombay—now that rents have risen so high and that the space left in the Island for building new Dwelling-houses is so limited—offer but little inducement for the establishment of an Hotel in which they could enjoy, on reasonable terms, some at least of the comforts and luxuries of European life. But when, in the course of the next five years, the continual development of our resources and the completion of the system of Indian Railways has transformed Bombay, now merely the chief town of the Presidency, into the commercial and industrial capital of the whole of India, and made this port the gateway of the East for hundreds of passengers by every week mail, the want and discomfort will be overwhelming unless preparations be made to meet the pressure by the erection of an Hotel on a scale of grandeur and comfort equal to that of the Palatial Hotels which have sprung up of late years, in consequence of the immense stimulus given to travelling by Railways and Steamers, in the great Capitals of Europe and America.

The Company proposes to take advantage of the opportunity offered by the building of a New Town on the space now occupied by the Ramparts and Esplanade of the Fort of Bombay, to secure a site, unequalled for convenience of access from the harbour, the European Town, and the Railway Stations, and being at the same time close to the sea, away from the sights and smells of the Native Town, and always open to the invigorating Sea breeze.

Under proper management, it is believed that such an Hotel cannot fail to be successful, and to return large profits to the Shareholders. Public opinion in Bombay is unanimous in favour of such undertaking, and to those who have witnessed the marvellous development of Bombay within the past few years, and who know how eager is the demand for Hotel accommodation at present, it need not be pointed out to what an immense extent that demand will be increased within the next two or three years.

Applications for Shares to be addressed to the Officiating Secretary, Western India Hotel Company (Limited), Messrs. W. NICOL & Co., Fort.

Houses, &c. to Let.

TO LET.—From 1st June (or 1st May if desired), the large, commodious, and airy BUNGALOW, called "Bell Grove," situated in Love Lane, Mazagon, occupied by the Hon'ble J. D. INVERARITY. Apply to DADABHOY RUSTOMJEE Parukh, Girgaum Back Road, No. 2.

TO BE LET.—Two ROOMS, either for Offices, or Godowns. Apply to DOSSABHOY BYRAMJEE & Co., No. 3, Nesbit Lane, Fort.

TO BE VACATED FROM THE 15th PROXIMO.—A SNUG LITTLE COTTAGE on the Mount Road, called the "ROZARIO COTTAGE." Apply to
SORABJEE JAMSETJEE JEJEEBHOY.
23rd April 1863.

TO LET.—The Extensive Stone-Floored GODOWN, being the lower floor of the undersigned's Office. Can be used either as Godowns or as Offices; at present the Auction Rooms of Messrs. Ardaseer Limjee & Co. Rent moderate.
Bombay, 14th April 1863. ROBERT FRITH & Co.

Business Announcements.

ROSSELET & Co., received per last mail, a nice Lot of Meerschaum Pipes, from Rs. 10 to 20, Wooden ditto, of different shapes and sizes, Rs. 1 to 4.

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" " " " 3 do. 1s. 11¾d. do.
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do. 6 do. do. 5 do. do.
do. 4 do. do. 4½ do. do.
do. 3 do. do. 4 do. do.

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On Scotland ..... } 1s. 11¾d. "
On Ireland ..... }
Circular Notes for those of Travellers on the Continent and to Europe, Overland ..1/day's sight... 1s. 11d. "

Drafts at 6 months' sight are not granted for less than £50 and amounts unde £20 are only drawn for payable on demand.

The Bank also purchases Bills and grants Drafts payable in Calcutta, Madras, Ceylon, Hongkong, Canton, Shanghai, Singapore, Penang, and Mauritius.

Bills coloured as any of the above places at an uniform charge including postages, of one per cent.

INTEREST ALLOWED.

On Current Accounts ..... 2 per cent.
Deposits for 3 months ..... 3 "
Do. do. 6 do. ..... 4 "
Do. do. 12 do. ..... 5 "

No interest allowed on Current Account Balances under Rs.1,000 on or over Rs. 50,000, unless by special agreement No cheques paid or cash received under Rs. 20.

COMMISSION.

The Bank takes charge of Government Securities, Shares in Banks and other Companies, without charge, and realizes Interest and Dividends thereon on the following terms :—

If to be remitted in the Bank's Drafts, without charge.

If to be paid in India, a Commission will be charged of ¼ per cent.

On returning Government Paper, or Share Certificates out of safe custody, or when sold on paying the proceeds of such sale in India, a commission, will be charged of ¼ per cent. But if proceeds are remitted on the Bank's Drafts, without charge.

Commission charged on purchase and sale of Government Securities and Shares ¼ per cent.

Bombay, 1st April 1863. R. D. PEEBLES, Acting Agent.

CHARTERED BANK OF INDIA, AUSTRALIA, AND CHINA.

INCORPORATED BY ROYAL CHARTER.

Office—No. 20, Threadneedle St., London.
Paid-up Capital—£644,000.
London Bankers, { The Bank of England. The City Bank.
Branches and Agencies at
Bombay, Calcutta, Singapore, Hongkong, Shanghai, and Rangoon.

BOMBAY AGENCY.

EXCHANGE.

THE Bank's Agency in Bombay grants Bills of Exchange on THE CITY BANK, London, at the following rates viz.:—

6 month's sight (not under £50) at 2s. 0d. per Rupee.
4 Do. ..... at 1s. 11¾d. "
3 Do. ..... at 1s. 11¾d. "
2 Do. ..... at 1s. 11¾d. "
1 Do. ..... at 1s. 11¾d. "
On demand ..... at 1s. 11¾d. "

DEPOSITS.

Interest is allowed on CURRENT ACCOUNTS at 2 per cent. per annum, on the daily balance, and, and on Fixed Deposits, as follows :—

Repayable in one sum, at 3 months' notice, 3 per cent.
Do. 6 do. 5 "
Do. 12 do. 6 "

No Interest allowed on Current Account Balances under Rs. 1,000 nor on Deposits above Rs. 50,000, unless by special arrangement.

REMITTANCE.

The Bank's Agency undertakes to realise Drafts or Hoondies on the Presidency without charge, for remittance to Europe in the Bank's Bills on the City Bank, London.

All Drafts, or Hoondies, forwarded for realisation, to be made payable to the Chartered Bank of India, Australia, and China, or order.

COMMISSION.

On the sale or purchase of Government Paper, Bank Stock and other Securities ¼ per cent. on the amount realised or invested.

The Bank receives Government and other Securities for safe custody, free of charge, the Interest or Dividends thereon being credited to account, or remitted home in the Bank's Bills.

On Interest or Dividends, or proceeds of Securities by sale ¼ per cent. if the amounts be paid in India, if remitted home by the Bank, no charge.

On delivering up of Securities, deposited for safe ustody, ¼ per cent.

Office hours 10 A.M. to 4 P.M.; Saturdays 10 A.M. to 1 P.M.

The Directors have recently opened an Agency of the Bank for the transaction of general Banking and Exchange Business.

ANTHONY MORRISON, Agent.

April 2nd 1863.

ORIENTAL BANK CORPORATION.

BOMBAY AGENCY.

EXCHANGE.

THE CORPORATION grant Drafts on London on demand, and at from one day to six months' sight, and Drafts on Scotland and Ireland on demand; also Circular Notes negotiable in Egypt, Syria, the Continent of Europe, New York, the West Indies, Australia, New Zealand, and the Cape of Good Hope.

The Current rates of Exchange are :—

On London at 6 months' sight	2s.	0d.	per Rupee.
" 4 do.	1s.	11¾d.	do.
" 3 do.	1s.	11¾d.	do.
" 2 do.	1s.	11¾d.	do.
" 1 do.	1s.	11¾d.	do.
" on demand			
On Scotland do.	1s.	11¾d.	do.
On Ireland do.			
On Paris, at 3 days' sight	1s.	11d.	do.
Circular Notes payable throughout Europe.	1s.	11d.	do.

No Drafts at six months' sight are granted for sums under £50. Sums under £20 are only drawn for on demand.

Drafts are also granted on Calcutta, Madras, Ceylon, Hongkong, Singapore, Mauritius, Melbourne, and Sydney.

The Corporation purchase or collect Bills payable in Europe or in Calcutta, Madras, Ceylon, Hongkong, Singapore, Mauritius, Melbourne, and Sydney.

DEPOSITS.

The Corporation receive Deposits on the following terms :—

epayable on demand, in sums of Rs. 100 and upwards ..... 2 per ct. per annum.
Do. in one sum, at 3 months' notice..... 3 " "
Do. do. 6 do. ..... 4 " "
Do. do. 12 do. ..... 5 " "

No interest allowed on Deposits under Rs. 1,000, nor on deposits over Rs. 50,000, *unless by special arrangement.*

REMITTANCE.

The Corporation undertake to remit money to Europe by each Overland Mail free of charge.

Parties are requested to make all Orders or Hoondies payable to "*The Oriental Bank Corporation or Order,*" and to state distinctly the name and address of the person to whom the Remittance is to be made. *(if to a Lady, her Christian name or names in full,)* and the sight at which the Bills are to be drawn.

COMMISSION.

The rate of Commission charged by this Agency on the purchase or sale of Government Securities negotiable in Bombay, is ¼ per cent. on the amount invested or realized, and on the collection of Bills, one per cent. and Postage.

The Corporation take charge of Government Paper, Shares in the Bank of Bombay, and other local Stocks, free of all charges, and will draw Interests and Dividends on the same as they fall due, on the following terms :—

If to be remitted through the Corporation .....Without charge.
If to be paid in India, a Commission will be charged of ..... ¼ per cent.
On returning Government Paper out of safe custody ..... ¼ per cent.
Hours of business..... 10 to 4 o'clock.
Saturday ..... 10 to 1 do.

KURRACHEE SUB-AGENCY.

Messrs. Finlay and Co. will grant Drafts on the Corporation and negotiate Bills payable in London and Bombay.

Bombay 2nd April 1863.

Shipping.

BOMBAY.

ARRIVALS.

DATE.	SHIPS.	COMMANDERS.	FROM
Apr. 27	Powerful	Nash	Liverpool 23 Dec.
	Louisa	Kuew	Calcutta 6 March.
	Alligator	Nacoda	Cochin 16 April.
	Anunatool Currim	Nacoda	Cochin 4 April.

INTELLIGENCE.

Per Ship *Powerful*, from Liverpool.—Spoke the ship *Floating Light*, and *Mandevite*, off the Cape.

DEPARTURES.

DATE.	SHIPS.	COMMANDERS.	TO
Apr. 27	Pioneer (s)	Taunton	Kurrachee.
	James Russell	Lister	Liverpool.
	Mahomedshaw	Belve	Coast & Calcutta.

PASSENGERS SAILED.

Per Steamer *Pioneer*, to Kurrachee.—Mr. W. R. Prooke; Mr. Swan; Mr. Ellison; Mrs. Gibbon; a gentleman; and eight natives.

COMMENCED LOADING.

The following vessels began to load yesterday :—
Ship *Henry Reeve*, for Liverpool.
Ship *Sam Mendel*, for Liverpool.

DAILY EXPORTS.

BOMBAY, MONDAY, 27TH APRIL 1863.

For London.

Excelsior.—6 bales Hydrabad Carpets, 20 pieces, Grey and Co.; 100 bales Wool, 500 cwt., Aspall Mooljee; 100 bales Cotton, 350 cwt, Roopchund Dwarkadass.

Pride of the Ocean.—2,246 chests Tea, 22,140 lbs., Dhurumsey Poonjabhoy; 1 case Indian Oilmanstore, Jewajee Eduljee.

Futtersun.—52 and 2 half bales Cotton, 196 cwt., Lullabhoy Manocklal; 200 bales Cotton, 700 cwt., Byramjee Dhunjeebhoy; 500 bags Rape Seed, 250 cwt., J. N. Wadia Sons and Co.; 10 bales Hemp, 35 cwt., Lullabhoy Manocklal; 300 bags Linseed, 450 cwt., Cursondass Madundass.

For Liverpool.

Frenchman.—47½ bales Cotton, 167½ cwt., Gopaljee Runchore; ½ bale Cotton, 1½ cwt., C. N. Cama and Co.

May Queen.—338 bales Cotton, 1,533 cwt., N. and N. Nanabhoy; 19 bales Cotton, 93 cwt., Mooljee Anundjee; 800 bales Cotton, 2,800 cwt., S. and N. Nanabhoy; 205 packgaes Hemp, 188 cwt., Woomersy Velljee and Co.

Duncairn.—110 bales Cotton, 385 cwt, Khutow Ludha; 40 bales Cotton, 140 cwt, Dhurumsy Virjee; 48 bales Cotton, 168 cwt., Goculdass Cursondass; 125 bales Cotton, 432½ cwt., Cullianjee Ludha; 250 bales Cotton, 875 cwt, Cursetjee Furdoonjee and Co.; 200 bales Cotton, 700 cwt.; 75 bales Wool, 210 cwt., Asmall Mooljee; 400 bales Cotton, 1,400 cwt., Merwanjee Framjee; 25 bales Cotton, 87½ cwt., Kessowjee Toolsidass.

Glenalva.—70 bales Cotton, 245 cwt., Premabhoy Hemabhoy; 105 bales Cotton, 367½ cwt., Woomersy Velljee and Co.; 28 bales Cotton, 185¼ cwt., Dhurumjee Nanjee; 100 bales Cotton, 350 cwt, Dewjee Premjee; 500 bales Cotton, 1,750 cwt., Nursy Kessowjee and Co.; 83 bales Cotton 292½ cwt. Narronjee Sewjee.

Ocean Empress.—140 bales Cotton, 490 cwt., Pairaz Luckmedass; 450 bundles Gall, 225 cwt., Khatesy Sakerchund; 125 bales Cotton, 457½ cwt., Hirjee Hemraz.

Tudor.—51 bales Cotton, 178½ cwt, Mooljee Sewjee and Co.; 75 bales Cotton, 262 cwt., Hajee Sallay Mohmed Ally; 200 bales Cotton, 700 cwt., Aspall Mooljee; 50 bales Cotton, 175 cwt., S. Culliandass; 210 bales Cotton, 735 cwt., Sewjee Souzpall; 50 bales Cotton, 175 cwt. Jeatha Sewjee.

Anna Dorothea.—60 bales Cotton, 210 cwt., Veljee Pusseo; 60 bales Cotton, 210 cwt., Poonsy Veljee; 30 bales Cotton, 105 cwt. Gourdhun Virjee.

Recorder.—105 bales Cotton, 367½ cwt., Guness Venayeck; 100 bales Cotton, 350 cwt., Luckmedass Hurribhoy; 37 bales Cotton, 1,222 cwt., Huridass Cullianjee; 100 bales Cotton, 350 cwt., Hajee Curim Jehumomud.

Henry Fernie.—800 bales Cotton, 1,050 cwt., Munchersjee Dadabhoy; 1,200 bags Rapeseed, 1,800 cwt., S. and N. Nanabhoy.

General Simpson.—Loose Buffalo Horns, 56 cwt., Mohmed Natha; 750 bundles Sursseesed, 375 cwt., Maijee Sewjee.

South Carolina.—500 bales Cotton, 1,750 cwt., Combier Son and Co.; 200 bundles Hemp, 175 cwt., Megjee Mooljee and Co.

Sreeco.—250 bales Cotton, 875 cwt., S. and N. Nanabhoy; 100 bales Cotton, 350 cwt., Ruttonsey Goculdass; 265 bales Cotton, 927½ cwt., David Sassoon and Co.; 105 bales Cotton, 367½ cwt., R. Sazba and Co.; 100 bales cotton, 350 cwt., M. Pandoorung.

Quintonet.—100 bales Cotton, 350 cwt., J. Framjee Sons and Co.

Almora.—400 bales Cotton, 1,400 cwt.; Nesserwanjee Manockjee.

King of Italy.—100 bales Cotton, 350 cwt., Malljee Sewjee; 162 bags Jingillyseed, 243 cwt., Malljee Ruttonsey; 600 bags Sursseesed, 900 cwt., Hirjee Khimjee; 645 bundles Gall, 322½ cwt., Dajeebhoy Dadabhoy; 200 bales Cotton, 700 cwt., Nesserwanjee Merwanjee; 50 bales Cotton, 175 cwt., Sewnath Panalall.

Peter Maxwell.—110 bags Linseed, 165 cwt., ; 490 bags Jingillyseed, 735 cwt., Dewchund Premjee.

Gertrude.—200 bales Cotton, 700 cwt., Premabhoy Hemabhoy; 110 bales Cotton, 385 cwt., Hunsraz Cumrunsy; 322 bundles Coir yarn, 49 cwt., Frangopolo Alexiarro; 46 casks cocoanut oil, 190 cwt., Cowasjee Eduljee.

Lillies.—85 bales Cotton, 297½ cwt., R. Sazba & Co.

North.— 650 bundles Sursseesed, 975 cwt , Cursondass Hurgovundass.

Grego.—340 bags Sursseesed, 510 cwt., Fernandisse.

Victoria.—10 bales Hemp, 35 cwt., Lulloobhoy Manecklall.

Etna.—25 bales Cotton, 87½ cwt. Ranchordass Canjee.

Earl of Dalhousie.—56 bales Cotton, 196 cwt., Nursey Jewraj; 265 bales Cotton, 927½ cwt., Cursetjee Furdoonjee and Co.

Wasp.—101 bales Cotton, 353½ cwt., Mooljee Sewjee and Co.; 40 bales Cotton, 140 cwt., Gungjee Nurputt.

Henry Moore.—500 balesCotton, 1,750 cwt., Jaychund Gelachund; 500 bales Cotton, 1,750 cwt., Bhimjee Ramjee; 500 bales Cotton, 1,750 cwt., Nanchund Dhoongersy; 500 bales Cotton, 1,750 cwt., Dewraj Nuthoo.

Rhea Sylvia.—55 bales Cotton, 192½ cwt., Cursonjee Sobhachund.

Tiger.—116 bales Cotton, 402½ cwt., Hajeebhoy Dawood and Co.; 105 bales Cotton, 367½ cwt., Woomersey Velljee and Co.

Hazelock.—102 bales Cotton, 357 cwt., S. Maneckchund.

Militus.—31 bales Cotton, 108½ cwt., Nugeenadass Pemchund.

General Neill.—200 bales Cotton, 700 cwt., N. B. Mody and Co.; 380 bundles Hemp, 345 cwt., Woomersey Velljee and Co.

For Havre.

Chanarel.—250 bales Cotton, 875 cwt., Dossabhoy Hormusjee.

For Hongkong.

Steamer *Emeu.*—10 chests M. Opium, 139 lbs. each, Fulcher Cooper and Co.; 20 chests M. Opium, 169 lbs. each, B. H. Cama; 28 chests M. Opium, 140 lbs. each, Sewjee Nensy and Co.; 34 chests M. Opium, 140 lbs. each, Jairaz Fazel and Co.; 31 chests M. Opium, 140 lbs. each, Cassumbhoy Nathabhoy Sons and Co.; 19 chests M. Opium, 140 lbs. each, Dhurumsy Poonjabhoy; 10 chests M. Opium, 140 lbs. each, Ebram Soomar and Co.; 7 chests M. Opium 140 lbs. each, Cursetjee Bomonjee and Co; 31 chests M. Opium, 140 lbs. each, Culliandass Nusserwanjee and Co.; 9 chests M. Opium, 140 lbs. each, Rahimbhoy Dossa; 15 chests M. Opium, 140 lbs. each, Eduljee Framjee and Co.; 46 chests M. Opium, 140 lbs., each, David Sassoon and Co.; 56 chests M. Opium, 140 lbs. each, Meer Sassoon Moosy; 65 chests M. Opium, 140 lbs. each, Peerbhoy Khaluckdina and Co.; 4 chests M. Opium, 140 lbs. each, Sewjee Nensy and Co.; 19 chests M. Opium, 140 lbs. each, Momud Dhurumsy; 15 chests M. Opium, 138 lbs. each, Ruttigur Dowlutgur; 41 chests M. Opium, 140 lbs. each, Dwarkadass Vusunjee and Co.; 34½ chests M. Opium, 140 lbs. each, Carimbhoy Ebram; 4 chests M. Opium, 140 lbs. each, Jeejeebhoy Pemraz.

For Shanghai.

Steamer *Emeu.*—29 chests M. Opium, 140 lbs. each, Meer Sassoon Moosy; 45 chests M. Opium, 140 lbs. each, P. and D. Pestonjee Cama and Co.; 30 chests M. Opium, 140 lbs. each, M. S. Abram.

P. & O. Co.'s STEAMERS.

476 Azof, Brealey.
608 Bombay, Betham.
Jeddo (s), Brown.
1699 Pottinger, H. K. Toll. (Laid up)
1450 Malta (s), G. Hyde.

VESSELS IN KURRACHEE HARBOUR.

FOR LONDON.

435 Balnaquith, Robertson—Finlay & Co.
905 Ann Buckle, Style—Fleming & Co.
694 Poictiers, Cousins—Fleming & Co.
1171 Scotland, Campbell—Fleming & Co.
FOR CALCUTTA.
894 Caroline, Dodds—Volkart Brothers.
349 Lizzie L. Hazen, Bartlett—Fleming & Co.
FOR MADELMAIN.
1163 India, Guthrie—McIver & Co.
FOR COCHIN.
666 Charlotte Jane, Burgoyne—Donolly & Co.

VESSELS EXPECTED AT KURRACHEE.

FROM LONDON.

859	Clarendon, Dongal.	Feb. 20
538	David Malcolm, Zidmarsh.	
667	Bilmer, Bowden.	
364	James Purie, Wilson.	March 7
396	Kent, Birch.	
615	Loretto, Thomas.	Jan. 29
1226	Queen of the East, Bilton.	Dec. 21
740	Ramillies. Denory.	Dec. 2
793	Salo, Nardgren.	Jan. 15
492	Sirocco.	
399	Tainar, Rees.	Dec. 8
492	Tavelle, Fletcher.	March 3
699	Westward Ho! Wilkinson, (put back.)	Feb. 18
FROM LIVERPOOL.		
689	Campbell, Meikle.	Jan. 13
475	Royal Alice, Robinson.	
FROM HULL.		
559	Sophie, Swellman.	Jan. 22
FROM NEWCASTLE.		
449	Lowick.	
473	Monitor, James.	
FROM CARDIFF.		
379	Ganjam, Durand.	March 4
449	Glenfalloch, Buchanan.	Jan.
	Leucothia, Lothorp	Nov. 1,
799	Surate, Blonet.	Feb. 6
419	Versan, LePordu.	Jan. 1
FROM THE CLYDE.		
404	Colonel Ledyard, Wells.	Feb. 7
597	Harvest Home, Diskey.	Dec. 8
630	Helius, Wickland.	Dec. 13
450	Jessica, Powell.	
581	Susan A. Blaisdell, Eaton.	

MADRAS.

ARRIVALS.—April 20, French Ship *Nouvelle*, L. Verdois, from Pondicherry 19th April.
Do. Ship *Sea Queen*, J. F. Cunningham, from Glasgow 5th January.
DEPARTURE.—April 21, Ship *Grand Trianon*, Clark, to Liverpool via Bimlipatam.

Military.

BOMBAY.

ARRIVALS.—APRIL 26.

Mackenzie, J., General of Hospitals, T. M. Department, on duty, from Aden.
Sangster, Lieut. D., 106th Regt., on leave, from Khandalla.
Annesley, Major J. T., Staff Corps, on duty, from Rohs.
Wheatley, Assistant Surgeon E. P., M. Department, on duty, from Neem

MUNICIPAL COMMISSIONERS.

ACCOMMODATION FOR THE POLICE OFFICE.—On the 11th April, instant, a letter was addressed by the Secretary to Government of the Acting Commissioner of Police, regarding accommodation for the European and native officers of the Police force, the Municipality furnishing one-half of the expense of the proposed quarter. At a meeting of the Commissioners held on the 15th instant, it was resolved, that the papers be referred to Mr. Leathes for early opinion on the liability of the Commissioners under Act 25 of 1858. The following is the opinion of Mr. Leathes on the foregoing subject :—

To W. TRACEY, Esq.,
Clerk to the Municipal Commissioners.

SIR,—I have the honor to acknowledge the receipt of your letter No. 761 dated the 26th ultimo, as to the liability of the Commissioners under Act 25 of 1858, to pay half the expense of the houses proposed to be erected by Government for the accommodation of the Police. In my opinion the cost of the proposed buildings should form part of the expenses of the Police of the town of Bombay, and that the Commissioners should not consent to pay any larger proportion of those expenses than under the provisions of Section XXIX. of Act XIV. of 1858, they are bound to contribute.—I have, &c.,

E STANGER LEATHES.

BUGGY AND CART STANDS.
No. 470.—GENERAL DEPARTMENT.
Bombay Castle, 31st March 1863.

Letter from Clerk to the Municipal Commissioners for the town and island of Bombay, No. 698, dated 19th March 1863, suggesting that the buggy and bullock carts stand at the Money School and outside the Bazar Gate be paved, and requesting that the ground which is Government property be made over to the Municipal Commissioners.

RESOLUTION OF GOVERNMENT.—The Municipal Commissioners to be informed that the Government have no objection to their paving the stands referred to, but that they see no occasion to make over the ground to the Commissioners.

A. D. ROBERTSON,
Secretary to Government.

BOMBAY POLICE INTELLIGENCE.

FORT POLICE OFFICE.—27TH APRIL 1863.
(BEFORE N. W. OLIVER, ESQ.)

DESERTION.—John Power, and Isaac Williams, seamen of the British ship *Prince Consort*, were brought up charged with desertion.

The prisoners, it appeared, from the evidence of James Aitcheson, were articled seamen of the said ship. Between the night of 17th and 18th of November 1862, the ship being in Martin Bay, prisoners deserted, the prosecutor found his boat missing, and he had to pay five pounds to a fisherman to get his boat back. On Friday last, the prosecutor found the prisoners on board the ship *Connay* in Bombay harbour.

The Magistrate ordered the prisoners to be sentenced for twelve weeks each in the House of Correction with hard labour, and forfeit all clothes left on board, and all wages due up to the time of desertion, and to pay the expenses incurred by the Master of the *Prince Consort* out of wages earned (if any) on board the *Connay*.

(BEFORE H. E. LEEKE, ESQ.)

PERJURY.—George Pectall was yesterday committed to take his trial before the next Criminal Sessions of the High Court.

THEFT.—Antone Francis was charged with stealing two copper dishes, the property of Mr. Charles Crispin, on Sunday last. A butler in the employ of the prosecutor stated, that about eleven days ago he saw the dishes safe. He missed them afterwards. Prisoner at first totally denied the theft, but subsequently he pointed two bunias with whom he had pledged the dishes.

The charge was clearly established against the prisoner who was ordered to be imprisoned for one month in the House of Correction with hard labour.

MAZAGON POLICE OFFICE.

Monday, 27th April 1863.
(BEFORE F. L. BROWN, ESQ.)

THEFT.—William Coleman was charged at the information of a police peon, named Babajee Mahadoo, with stealing one copper washing basin, of the value of two rupees, the property of Mr. Austin Mears.

The prosecutor, Mr. Mears, is at present managing the Grant Road Theatre for Miss Grattan. He saw the basin in his bath-room on Sunday last. He did not miss it. It was brought to him at seven o'clock P.M. of Sunday last, by a police peon. Witness immediately identified the basin as his. The prisoner was at the same time in the custody of the sepoy on a charge of stealing said pot.

Babajee Mahadoo stated, that he arrested the prisoner on the Bhendy Bazar road on Sunday last, with the basin under his arms.

Prisoner stated in defence, that he had no intention of selling the basin. It belonged to his mother.

The Magistrate found the prisoner guilty of the charge, and sentenced him to be imprisoned for twenty days in the House of Correction with hard labour.

OFFICIAL PAPERS.

BOMBAY, BARODA, AND CENTRAL INDIA RAILWAY.

Memorandum by the Consulting Engineer for Railways, on the Revenue Statement of the Bombay, Baroda, and Central India Railway Company, for the half-year ending the 30th June 1862.

1. The Managing Agent Bombay, Baroda, and Central India Railway, has submitted the Revenue Account for the half-year ending 30th June 1862.

2. The general results of receipts and working expenses are as follows :—

Gross Railway earnings.....	Rs.	2,74,997 13 8
Expenses being 60·17 per cent. of the above	,,	1,65,468 5 6
Net Revenue, being 39·83 of the gross receipts	,,	1,09,529 8 2

Mile-in-rent for traffic—122·25.

3. The following are the principal items of Railway statistics for the half-year :—

1,037 First Class Passengers were carried, earning.....	Rs.	3,668 7 9
5,716 Second ,, ,, ...	,,	6,271 0 10
418,048 Third ,, ,, ...	,,	1,59,659 13 0
314,908 Maunds of Merchandize	,,	45,204 7 6
391,415 Ditto Ditto materials	,,	30,698 3 2
Parcels, horses, special trains, and other miscellaneous receipts.....	,,	29,495 13 5
Gross earnings per mile of line open.....	,,	3,979 6 1
Expenditure ,, ,, ...	,,	1,251 2 10
Gross earnings per train per mile.....	,,	4 15 5
Expenditure ,, ,, ...	,,	2 15 9

4. *Receipts.*—Comparing this return with that of the corresponding period of 1861, it appears that, while the mileage of line open has increased from 90-25 to 134·25 miles, the distance travelled by passengers has increased from 36 to 38·55 miles ; the number of passengers from 2,912 to 3,212 per mile, and the gross receipts from passengers from Rs. 1,257 to Rs. 1,425-5-0. On comparison with the return for the previous half-year (ending 31st December 1861), it appears that there has been a diminution in the number of passengers per open mile, but that the distance travelled has increased, the result being an increase in the receipts per mile, which in the last half-year amounted to Rs. 1,325.

5. Excluding Railway materials, the goods traffic has increased from 1,320·6 maunds (49 tons) per mile on the 30th June 1861 to 2,374 maunds (88 tons) per mile on the 30th June 1862, and the gross receipts from goods from Rs. 155 (or Rs. 3·16 per ton) to Rs. 386·4 (or Rs. 4·39 per ton).

6. Comparing the receipts per mile run by trains, the combined receipts from passengers and goods show a return of Rs. 4-15-5 against Rs. 3-9-7 in the corresponding half of 1861.

7. Referring to the returns of the G. I. P. Railway for the same half-year ending 30th June 1862, it appears that not only was the number of passengers per open mile higher on the Baroda Railway, but the carriages have been much better filled. Comparing the returns of goods carried, however, the G. I. P. Railway, in spite of the extensions lately opened into comparatively unprofitable districts, has carried 353 tons per mile against 88 tons per mile carried by the Baroda line, proving that the arrangements for goods traffic on the latter line must be very insufficient.

8. *Expenditure.*—The expenditure per open mile has increased, compared with that during the corresponding half of 1861, from Rs. 1,149-55 to Rs. 1,251-06, and per train mile from Rs. 2·1965 to Rs. 2·9806. The difference is accounted for under the various heads of expenditure as follows :—

Locomotive Charges.—These appear at the high rate of 19·08 annas per train mile, 8 annas more than in the corresponding half of 1861, and 5 annas more than in the last half year. There is a disproportionate increase in every item of expenditure in this department, whether calculated by train or engine mileage. The cost of fuel per train mile has increased from 5·25 annas on the 30th June 1861, to annas 8·31 on the 30th June 1862, although the cost per ton of coal has decreased from Rs. 30 to Rs. 24-6-5, and there has been only a slight rise in the price of wood. The increased expense in fuel seems to have been caused chiefly, however, by the much larger proportion of coal and coke burnt as compared with wood ; an explanation has been called for as to why the most expensive fuel was so largely employed.

Coaching Charges.—These are 3·903 annas lower per train mile than in the corresponding period of 1861. The *merchandize charges* are somewhat higher, accounted for by the increase in goods traffic. The charges for stationery under these heads appear lower than they have actually been, in consequence of a large outlay having been incurred in stationery the previous year, which ought properly speaking to be distributed over both returns.

Maintenance Charges.—These have been calculated as formerly at Rs. 700 per mile per annum, it being hardly possible to obtain a correct statement of the actual cost of maintenance, while the accounts are mixed up with those of capital expenditure on account of construction as at present.

General Charges.—These have increased, but not more than is accounted for by the additional work done.

9. The accounts of expenditure for passenger and goods traffic have not been kept separate, and it is difficult to estimate the proportion due to each. The goods traffic line, as far as can be ascertained, paid its expenses with a small margin of profit, while the passenger traffic has given a fair return. In a statement furnished by the Railway Company, and appended to this memorandum, the receipt from merchandize per train mile are given at Rs. 6-3-5, but this appears to have been deduced from totally incorrect data.

10. Compared with the gross receipts, the per-centage of working expenses is better than in any previous half-year, except the last. The net returns per cent. on capital have been as follows :—

	£	s.	d.
Half-year ending 30th June 1860	0	9	7¾
Ditto 31st Dec. 1860	0	13	4
Ditto 30th June 1861	1	2	1
Ditto 31st Dec. 1861	1	8	7
Ditto 30th June 1862	1	4	0

11. The capital cost of construction is now calculated by the Agent at £12,644 18s. 10d. per mile, but there is no doubt that the Railway will cost £13,000 per mile, probably more. The 132¼ miles on which the present return is founded, are very far from complete in many respects.

12. It is clear from the results of the half-year's operations, that the work done on the Baroda Railway is less than might fairly be expected from the resources of the Districts in which the open portions of the Railway lie. On the G. I. P. Railway, trains have run 1,329 miles for every mile of line open, giving 3·6 trains a day each way. On the Baroda Railway only 426 miles have been run by trains for each mile open, or 1·17 trains a day each way. The small amount of goods traffic has been before noticed.

13. That more work has not been done on the Baroda Railway is due in no small measure to the Company's defective arrangements as regards rolling stock. On the 30th June 1862, they appear to have possessed but 63 carriages and 135 goods waggons for 132 miles of line. The G. I. P. Railway Company had 1,787 goods waggons for 438 miles on the same date, or nearly four times as many per mile. The arrangements for goods traffic at the stations on the Baroda Railway are also bad, and the complaints of delay frequent.

14. While therefore it is satisfactory to observe that the passenger traffic and the goods traffic as far as it goes has been carried at a profit, giving every hope of the ultimate success of the undertaking, it cannot but be a matter of regret that, owing in great measure to want of foresight on the part of the officers of the Railway Company, the Baroda line is still worked so far below its capabilities, and that the benefit of it is still so imperfectly experienced by the public.

H. RIVERS, Lieutenant Colonel,
Consulting Engineer for Railways.

Bombay, March 1863.

* From a statement furnished by the Agent of the average number of passenger carriages and goods vehicles in each mixed train, it is calculated that—

	As.	p.
Each Passenger carriage has earned per mile	3	11·7
Each Goods vehicle	1	10·4

but this must be taken as an approximation only.

LAW.

HIGH COURT.

Tuesday, 28th April 1863.
(BEFORE THE HON'BLE SIR JOSEPH ARNOULD.)
For Settlement of Issues.

238 Ootumchund Manockchund *vs.* Lalljee Hemraz.
Cause for trial.

Vishnoo Bhiccajee Fudkay *vs.* Ramcrustna Hurry Bhagwut.

JOHN MARRIOTT, Deputy Registrar.
Prothonotary's Office, 27th April 1863.

HIGH COURT.—ORIGINAL JURISDICTION SIDE.

(BEFORE SIR JOSEPH ARNOULD, KT.)

Kessowjee Wagjee vs. *Capt. Alex. Deuchar.*

Mr. White and Mr. Scoble instructed by Mr. Sangster appeared for the plaintiff.

Mr. Westropp and Mr. Dunbar, instructed by Messrs. Bickerstetth and Cleveland for the defendant.

His Lordship delivered the following judgment—

The Plaint, filed 14th August (1862) sets forth in the 1st count that on the 23rd November 1861, the defendant shipped on board the *Istamboul*, of which vessel he was Captain, 5,147 bars of Swedish iron, weighing 100 tons 14 cwt. 2 qrs. 18 lbs. to be carried from London to Bombay and there delivered to the plaintiff, that the ship arrived in Bombay on the 8th April 1862, that the defendant only delivered 2,000 of such bars, and that by his negligence and misconduct the residue have been wholly lost to plaintiff. The second count is in Trover for wrongfully seizing and converting part of the iron to defendant's own use. The pleas are 1st, not guilty to both counts. 2. The 1st count denial of the delivery and acceptance of the iron for carriage as alleged. 3. To 1st count, a denial that the undelivered residue of the iron was lost to the plaintiff by the negligence and misconduct of the defendant as alleged. 4. To the 2nd count a denial that at the time of the alleged conversion the plaintiff had any property in the iron as alleged. Issue was joined on all these pleas : that raised on the 3rd plea being the really important one. At the trial the material facts proved were as follows :—On the 27th August 1861, the plaintiff through Messrs. Robinson & Co. of Bombay, sent a written order to Messrs. Mead, King & Co. of Liverpool, for "100 tons *genuine* Swedish Bar iron, at £15 per ton free on board with freight," 58 tons of flat Bars, 42 tons of square Bars, *sizes* were specified in the order, but *not marks*, there was merely a direction as to two lots of short flat Bars, that they were to be in half pieces stamped (but with no specified mark) at both ends. The Bill of Lading bore date Liverpool the 23rd November (1861 contents "to be delivered to shippers order or assigns." In the margin were these words 5,147 Bars Swedish weighing 100 tons, 14 cwt., 2 qrs., 18 lbs." nineteen Bars in dispute, (*i. e.*, as the evidence should doubtful whether 5,147 Bars were shipped or 5,128) "if so bound to be delivered." These words were in writing, underneath was stamped the usual clause "*Weight and contents unknown.*" The Bill of Lading specified *no marks*. This Bill was endorsed by Mead, King and Co. to Messrs. Robinson and Co. and by them, after the arrival of the ship to the plaintiff. The Invoice bore date "Liverpool, 4th December 1861, and was expressed to be of" Swedish iron shipped by Messrs. Mead and Co. of Liverpool, per *Istamboul* from London to Bombay, by order and for account and risk of Hemraj Kessowjee, Esq. (the plaintiff). In the Invoice are three columns, one for the number of bars of the same size : a second for the sizes of each of the bars in the lot : a third for the aggregate weight of each lot of bars as for instance—

Number of bars.	Sizes.	Weight.	lb.
1076	⅜	292 cwt.	13
The total number of square bars in the Invoice is...		2400	
Do. of flat bars.....		2728	
	Aggregate number of Bars.....	5128.	
The total weight of square bars is a little under 42 tons			
Do. of flat bars over		58 tons.	

The aggregate total of weight is 100 tons 14 cwt 2 qrs. 18 lbs. The price on board is £12-16 per ton Freight 1-5 per ton. The price without freight £11-11 per ton. The weight in the Bill of Lading is the same as the aggregate weight in the Invoice. The number of bars in the Bill of Lading (subject to dispute as to 19) is 5,147 ; the number of bars in the Invoice is 5,128 (*i. e.* is less the 19 bars) ; as this latter number appears also in the Bombay Import Manifest, it may be taken as the correct number of the bars to which plaintiff was entitled as consignee of Mead, King & Co. The Invoice like the Bill of Lading specified *no marks*. From the London Export Manifest (dated 4th Dec. 1861). It appears that the total number of Bars of iron the *Istamboul* had on board when she sailed was 19,935 ; of these only 3,994 bars are with marks and 15,941—*without marks*. Mead and King's consignment is thus described in the London Manifest no marks. Iron bars 4650 (3 in dispute)

481

5131

The Bombay Import Manifest makes the total of bars 19,932—the difference of three bars being in Mead, King's consignment which the Bombay Manifest entered as 5,128 and not 5,131. The *unmarked* consignments were four in number as appeared from the Manifests.

No of Bars.	Shippers.	Consignees in Bombay.
4599	E. Higgins & Co.	Soonderdass Morarji.
424	Fleming & Co.	Nicol & Co.
5128	Mead King, & Co.	The plaintiff.
5787	Forbes & Co.	Goculdass Tejpal.
15,938		

The marked consignments were five in number.

Marks	No of Bars.	Shippers.	Consignees.
W.B.P. & C	2429	Pope & Co.	Moore & Co.
B.	306	Do.	Do.
⊞	1079	Fleming & Co.	Nicol & Co.
F.R.M.	67	Wadia & Co.	Eduljee Pestonjee Moody.
W.	113	Wadia & Co.	Do.
Total	3994		

As it appears from the evidence that it is not customary for the Captain to weigh iron in Bombay when discharging it from the ship ; nor for the importers to weigh it after it is bought in boats to the Bunder (except in case of mixture), the only mode in which one of these consignments of unmarked iron could be distinguished from another was by the dimensions given in the Invoices as, moreover, it appears from looking at the Invoices, that a very great proportion of the dimensions are identical in all the Invoices, it is obvious that mere dimensions are in themselves a fallacious test. The only real way of keeping the various unmarked iron consignments distinct on the voyage was by separate stowage, the only way of keeping them distinct in delivery was by delivering each consignment separately and completely. If they once got mixed on the Bunder the confusion would be inestimable. According to *de bene esse* evidence of Bonner, the mate who attended to the unloading all the remarked consignments were stowed separately and arrived separate at Bombay. It was manifestly his duty as representing the Captain, to take the utmost care in discharging this unmarked iron, that each consignment was delivered separately to the proper consignee. On the 8th of April the ship arrived. Robinson & Co. immediately gave notice of his arrival to the plaintiff and endorsed to him the Bill of Lading. A delivery order for 5,147 bars of Swedish Iron signed by the plaintiff and countersigned by Messrs. Wadia the ship's agents, was together with the Bill of Lading sent by Dongar Gopersee, the partner (in this venture) and messenger of the plaintiff to the ship. The first delivery of iron to over the ship's side into the boats sent by the plaintiff took place on the 21st April and it was continued till the 14th May, between which dates a total of 4,040 bars had been delivered. The plaintiff's muccadum on comparing the sizes of these 4,040 bars with his Invoice sizes found that some did not correspond. This led to the letter of the 14th May written at plaintiff's request by Messrs. Robinson and Co. to the Captain stating that "a quantity of iron of different marks has been mixed with ours which is now lying in the Bunder." To this letter no answer was returned. On the 23rd a second letter was written (stating erroneously as Doongersey Goopjee says and as I think is probably) that of the bars delivered only about half had been delivered correctly. No written answer was returned to this letter. But the Captain says he called about it at Messrs. Robinson and Co. I may here observe that the Captain's conduct in the whole matter was superlatively negligent, he left every thing relating to the iron and its distribution to the ship's agents. He gave all the letters to the ship's agents to answer, entrusted them entirely with the delivery of the iron, could not say whether any of the iron in the plaintiff's Bill of Lading had been delivered to him or not, "when I was informed he says of the mixture of the iron I went on the Bunder, but did not attempt to divide it amongst the right owners, it was not my business to do so. I entrusted it to my agents to do, I thought they did so, but find they did not." On the other hand the ship's agent Nowrojee Manockjee Wadia says, "It is not my duty, but the Captain's duty to deliver, it is the Captain's duty according to the custom of Bombay to deliver cargo, the ship's agents has nothing to do with that." While these letters of the 14th and 23rd May were thus remaining unanswered, plaintiff, who had sold this iron before arrival and was being pressed by his sub-contractors to deliver, was in vain sending boats to the ship for more iron. "We sent boats off," says Doongersey Goopjee, "for more iron ; but it is not delivered." The mate does not contradict this. In fact though able to speak with some comparative approach to precision as to times and quantities of delivery in regard to certain other consignments, he either was or effected to be in total ignorance as to all that related to this consignment. His account is confused and contradictory. He says, "I don't know whether the plaintiff sent boats to take delivery (of the 5,147 bars). I cannot identify the Tindal's receipts for the 5,147 bars" "of these 5,147 bars the greater part was discharged between the 5th and 12th of May and *come as late as the 7th of June.*" We know from Doongersey Goopjee's evidence that 4,040 bars had been placed in plaintiff's boats on account of this consignment between the 21st April and the 14th May (of these bars several did not belong to that consignment) the residue the mate says remained on board some of it till the 7th of June. Why did not the mate deliver this residue to the boats which Doongersey swears he sent for it? The mate makes all kinds of feeble and foolish excuse. "An application had been made to me by a man for this iron : I don't know when the application was made nor how much was delivered, I can't tell by looking at the Tindal's receipts. I did not deliver all because he was not always there. I did not finish as much as I came to it, but I discharged all Nicol & Co.'s before I went to any other. I was obliged to let some this (5,147 bars) iron remain while I cleared out the ends of the ship. I delivered what remained to the muccadum of our ship agents. I don't know whether I ever told the plaintiff's muccadum to bring boats for the remainder of the iron before I delivered it to our agents." And this was the mode of delivery adopted with about 16,000 bars of unmarked iron on board deliverable in four separate lots to four separate consignees and one by recognizable when once missed, by these dimensions a great proportion of which dimension were, as the Invoices show, common to all the consignments, and therefore really afforded no satisfactory test by which to distinguish one consignment from the other. I think the evidence of the mate shows what under the circumstances amounted to gross negligence in the discharge of these iron consignments, the mixture on the bunder was owing to that negligence and the mixture on the Bunder was the cause of irretrievable mischief and confusion. The plaintiff finding he could get no more iron over the ship's side went to the office of the ship agents to demand the residue, he was told that all the iron was out of the ship (which if the mate's evidence be true that the whole of plaintiff's iron was not clear till 7th June must have been false) and that he had better go and look for his iron. On this says the plaintiff, "I directed Doongersey Goopjee to search for the iron, wherever he could find it." The search was not long. Hurry Bhanjee the muccadum of Soonderdass Morarjee (Khimjee Dungerse) the consignees of the lot of 4,599 bars of unmarked iron had delivered to him over the ship's side 1,130 bars which did not belong to his employees. Hurry Bhanjee says he told the Captain (the defendant) of this and the Captain directed him to deliver the iron to the right owner when asked for it. Reckless and careless as the defendant on his own evidence appears to have been, I don't think he can be taken as having meant that Hurry Bhanjee without any reference to him or the ship's agents was to deliver this iron to any one who claimed it. The man probably misunderstood him. The plaintiff on learning from Hurry Bhanjee that he had this iron claimed it, and on the 2nd of June (some weeks after they had been in Hurry Bhanjee's possession unclaimed) these 1,130 bars were delivered by Hurry Bhanjee to the plaintiff. They were not the plaintiff's bars. The great majority of them were marked bars belonging to Messrs. Robinson and Co. some to Nicol & Co. These 1,130 bars added to the 4,040 the plaintiff had already received made a total of 5,170 bars, 42 more than he was entitled to under his Invoice. These bars, or a portion of them formed part of a quantity of 4,566 bars delivered by the plaintiff in the course of the first ten days of June to Ebrahim Somassjee and various other sub-purchasers. Meanwhile the missing bars were claimed by the defendant for their iron. Messrs. Nicol and Co. and Moore and Co. were threatening legal proceedings. The transfer by Hurry Bhanjee of the 1,130 bars soon became known to the defendant who, on the 7th June wrote to him about it, on the 10th June Hurray Bhanjee wrote in answer that he had delivered to Doongersey Goopjee. The Captain says that on getting this information he went with his Dubash and a clerk of the ship's agents to the godown where these bars were lying and demanded to have them given back. The answer was 'go to Court' ; then on the 19th June he obtained a search warrant at the Police Court. On the 21st June Mr. Sangster, on behalf of the plaintiff writes to the Captain (defendant) you are aware he says, "that my client came to be possessed of 5,170 bars of iron 4,040 bars direct from the ship, 1,130 from one Hurry Bhanjee. Out of the above 5,170 bars my client found that 4,566 bars corresponded with the measurement of his Invoice, and those 4,566 bars weighing 1804 cwt. 2 qrs. 25 lbs. (*i. e.* 90 tons. 4 cwt. 2 qrs. 25 lbs.) he delivered to several persons with whom he made previous engagements." "The remaining 604 bars out of the 5,170 are now lying at the Bunder and do not belong to my client, and he wants you to take possession thereof and to make good to him his 581 bars or 209 cwt. 3 qrs. 21 lbs. (20 tons 9 cwt. 3 qrs. 21 lbs.) still wanting or the value thereof at the bazar price, otherwise my client will sue you for the value of his said remaining iron which is *hammered* Swedish Iron." I think Mr. Scoble was quite right in treating this as an important letter, it shows several things, it shows that the plaintiff then as now regarded the aggregate weight specified in his Bill of Lading as a measure of the quantity of iron that he was to receive, it shows that, then as now, he claimed to reject 604 bars as not lies under his contract, it shows also that then as now he considered himself entitled under his contract to *hammered* Swedish Iron. A good deal of evidences was adduced as to the difference between *hammered* and *rolled* Swedish iron, the result is that all flat bars are hammered, that some square bars are *rolled*, that rolled iron is very inferior to *hammered*, that it is hardly merchantable in the Bombay market, that if sold its price would be 15 Rupees per candy lower than *hammered*. Now plaintiff's order was for genuine Swedish Bar Iron " and the price in his Invoice was at least as high if not higher than the prices in the other Invoices all of which seem to have been made at about the same time. Prima facie he has a right to expect as good iron as the rest. No answer appears to have been sent to Mr. Sangster's letter of the 21st June but about shortly after the day on which it bears date an arrangement was entered into in the Police Court by which it was agreed that the Captain should hand over their iron to Messrs. Nicol & Co. and Messrs. Moore & Co. giving an indemnity. This arrangement was carried out and a part performance of 1,066 of the 2,932 bars delivered by plaintiff to Ebrahim Samesjee were removed from his godowns on the 5th of August. On the same day (5 August 1862) Mr. Sangster on behalf of plaintiff wrote to the solicitors for the defendant offering on the part of plaintiff to receive the iron due to him by weight, bars, &c. and making an appointment for more next day at the office of the ship's agent or for that purpose. At the time appointed the plaintiff, who gave his evidence in a very creditable way, swears that he attended at the ship's agents office and was told that the matter must be settled in Court, this is contradicted by the ship's agents clerk, but I am more disposed to believe the plaintiff's evidence on this point. Be this as it may it is quite certain that not a single bar of iron has been delivered to plaintiff since the 5th August. It is said for the defendant that iron sufficient in point of number of bars to satisfy his claim has been offered to him since that date. The evidence as to this is not very clear, but assuming as it is perhaps on the probabilities of the case fair to assume that such an offer was made to what does it amount? The offer is for the plaintiff to go to the Bunder and out of a heap of 2,102 bars there lying, of which 1,402 are hammered Swedish iron and 700 are rolled Swedish iron, to pick out a sufficient number of bars of sizes correspondent indeed with his Invoice, to make up his contract quantity. Now the value of this offer entirely depends on the charter of the iron in that heap of 2,102 bars. Is it part of Mead, King & Co.'s consignment ? If so the offer may be regarded as equivalent to a delivery of the residue. But what proof is there of this ? The defendant says it must be so because all the other consignees except the plaintiff and Soonderdass Narronjee have got their own iron, and therefore as the ship brought all the iron in all the Bills of Lading and this heap is all that remains.—the undelivered residue of plaintiff's iron must be in this heap. The whole strength of this argument turns on this *that all the other consignees of unmarked iron have kept exactly the bars which formed part of their consignment and no others*, but this is just what cannot be proved. It is said for the defendant it must be taken that the other consignees of unmarked iron have only kept iron that agrees with the dimension in their invoices. But so. This by no means proves that they may not have kept a great deal of iron, which does not belong to them. Why ? For this simple reason that the invoice sizes of the unmarked consignment, are in proportion of more than half identical in all the invoices, and therefore, mere correspondence with invoice size cannot as regards unmarked bars be any proof *per se*, that each consignee of unmarked iron has his own. A good illustration of the total illusory nature of this correspondence with invoice size (after unmarked iron has one got mixed) is furnished by comparing the sizes of this heap of 2,002 bars, which the defendant has been at the pains to get measured, with the invoice sizes of two unmarked consignments, the plaintiff's and that of Goculdass Tezpail. Of the 2,102 bars in the heap, the measured sizes of the hammered bars, will be found to correspond with the invoice sizes of 906 bars in plaintiff's consignment, and by an odd coincidence with the invoice sizes of precisely the same number 906 in Goculdass Tejpali's consignment : the number in the heap of hammered bars not corresponding in size with either invoice in 476. Of the rolled bars the measured sizes of the heap (there are only two dimensions in the heap of rolled bars) correspond with the invoice sizes of both consignments, and each consignment contains more than a sufficient number of square bars of both dimensions to have enabled it to supply the number of square bars of the corresponding dimension in the heap. It is plain then that mere correspondence with invoice size is not in itself and a proof that any given unmarked bar now on the Bunder belonged to any one of the four several consignment of unmarked bars none than to the others. *Separate stowage* and separate delivery afforded the only real test of distinction, and directly this test was destroyed by the careless way in which the defendant's agent the second mate delivered this iron over the ship's side directly the unmarked iron got mixed on the Bunder, proof of ownership by mere correspondence with invoice size, was, as far as the unmarked bars were concerned, at an end. The plaintiff is entitled to have bars of Mead and King & Co.'s consignment, he paid a higher price (as appears by his Invoice) than several of the other consignees, it is *prima facie* to be taken that he got at least as good iron why should he be called upon to take iron which cannot be shown to belong to that consignment. Above all why should he be compelled on the mere ground of a correspondence with invoice sizes to pick bars out of this heap which really upon the evidence appears to be composed of the leaving and refuse of all the iron brought by this ship. The evidence of the ship agents muccadum Callianjee, proves that more than half of this heap is composed of iron *returned by the other consignees* the residue may probably have been the last iron bought from the ship in the ship's agents boats. The mate wishes to make out that this latter iron was the plaintiff's, but he merely asserts he does not prove this he is unable to identify by Tindal's receipts or otherwise how or when the residue of the plaintiff's iron was taken on shore. In fact there is no satisfactory proof that a single bar of the iron now on the Bunder found part of plaintiff's consignment, and I think, therefore, an offer of that iron cannot be taken as an equivalent for delivery. I am of opinion that the material allegation in the plaint is supported by the evidence, and that the undelivered residue of the iron "has been in the circumstance wholly lost to the plaintiff by the negligence and misconduct of the defendant and his agents." The question then resolves itself into one of damages : the plaintiff claims to recover upon the market rate at the time of action brought of the short weight *i. e.* of the difference between the aggregate weight mentioned in the Bill of Lading and the weight he admits he has received. The defendant contended that, by reason of the clause weight and contents unknown, the aggregate weight mentioned in the Bill of Lading could not be taken as a test of what the plaintiff was to receive or as an element in assessing damages in respect of short delivery, and with that view the case of Bradley *vs.* Dunpace (4 L T N S Exchequer page 356) was cited. That case would seem to have been somewhat misunderstood. In that case the plaintiff *at the trial*, obtained a verdict for damages calculated on the orinciple, that the aggregate weight mentioned on the face of the Bill of Lading was to be taken into account in ascertaining what the plaintiff was to receive under the Bill of Lading, and on estimating damages, though the Bill of Lading on the face of it also containing the clause "*weight and contents unknown.*" The defendant obtained a *rule nisi* to set aside that verdict, as the Court was equally clear in opinion that rule, but argument was discharged *i. e* the plaintiff retained his verdict and the principle on which the damages were assessed was confirmed, in accordance with the judgment delivered by Mr. Baron Bramwell, and as I humbly venture to think in accordance with the good sense of the matter. The case has recently came before the Exchequer Chamber and the Court of Exchequer (as appears by the L. T. N. S. Exchequer p. 32 which Mr. White was good enough to hand up to me at the trial) have confirmed the judgment of Mr. Baron Bramwell thus establishing the principle, that where the aggregate weight of a consignment is specified on the farce of a Bill of Lading it must be taken as a measure of damages in action for short delivery, though the Bill of Lading also contained on the face of it the usual clause "weight and contents unknown."

In the present case the weight mentioned on the Bill of Lading is

	Tons.	cwt.	qrs.
	100	14	2
The weight of the 4,566 bars delivered by plaintiff to the sub-purchaser was.....	90	14	1
The weight of the 1,066 bars seized and taken away	32	6	1
Residue...	58	8	0
Plaintiff says the 604 bars do not belong to him : but 318 of these I think do, their weight is.....	4	6	2
Making the Total weight received by plaintiff.....	62	14	2

Deduct this from the Bill of Lading, weight, and it leaves 38 tons as the difference between the weight plaintiff has received and that to which, under the Bill of Lading he is entitled 38 tons at 3 candies per ton is 114 candies, now at what price per candy is plaintiff entitled to recover ? In my opinion at fifty-seven Rupees per candy the market rate for Swedish Bar Iron at the time the plaint was filed. That gives Rs. 6,498 say as Rs. 6,500 as the measure of the plaintiff's damages. I accordingly direct the verdict to be entered for the plaintiff for that Rs. 6,500 with costs.

SMALL CAUSE COURT.

Monday, 27th April 1863.
(BEFORE MANOCKJEE CURSETJEE, ESQ.)

Abdool Kurrim bin Hossain vs. *Gopal Sewjee.*

Mr. Nusserwanjee, for the plaintiff.
Mr. Hormusjee, for the defendant.

This action was brought by the plaintiff to recover the sum of Rs. 112, being the amount of damage alleged to be done to his bugla through the negligence of the tindal of the defendant's boat.

This case came on for trial on Saturday last, and was postponed to enable the plaintiff to prove that defendant was the owner of the boat.

Plaintiff in his examination stated, that a certain peron told him that the defendant was the owner of the boat.

Mr. Hormusjee repudiated his clients liability and contended that plaintiff had failed in proving his case.

His honor in giving the verdict for the defendant said, that no evidence was adduced before him to show that defendant was liable for the alleged damage. The case was postponed for the express purpose of giving the plaintiff a fair opportunity to adduce evidence fixing the defendant with liability to indemnify plaintiff for the alleged loss to his bugla.—Verdict for defendant, costs certified.

POONA.

THE CRIMINAL LIBEL CASE.—Moroba Canoba *vs.* Narrain Moreshwer, Editor of the *Vrut Prakash*. This case came before the Deputy Magistrate on Tuesday last. Three witnesses were heard on behalf of the prosecutor, and yesterday the defendant's deposition was taken. He admitted that he had published the facts of the case in good faith, and not with any malicious intent to do injury to the said Moroba Canoba. The case has been postponed until Monday next, as the defendant has engaged the services of one of the members of the Bombay bar to defend the case, in whose presence the evidence for the defence will be heard.—*Observer, April* 25.

SIND.

THE COMMISSIONER.—We learn that Mr. Mansfield leaves for the Persian Gulf either to-day or on Monday. —*Sindian, April* 18.

THE "SEVERN."—Her Majesty's steamer *Severn* on her way from Bombay to the Persian Gulf, anchored in the roadstead on Thursday. She is to cruise on the Mekran Coast and at the mouth of the Persian Gulf during the Commissioner's mission in that quarter.—*Id.*

THE ELECTRIC TELEGRAPH.—We understand that Mr. W. R. Brook, Assistant Superintendent, Bombay, comes to Sind, vice Mr. Smith deceased, Mr. Yettie, Head Accountant of the Department here, acting as Superintendent of the Circle until Mr. Brook's arrival.—*Id.*

BENGAL.

COLONEL Paton has been advised, by electric telegraph message from army head-quarters, of his appointment to succeed Major-General A Becher as Quartermaster General of the Army ; officiating, of course, subject to confirmation at home.—*Englishman, April* 16.

WE learn from Roorkee that on the 11th instant they had severe rain and storm. The Governor General's *impedimenta* were still lying at Belaspore for want of coolies. The Viceroy is in the way of learning practically the great superabundance of labour in India—experience that may turn out useful in the consideration of emigration questions.—*Id.*

THE government of India, we are informed, have objected to the proposed formation of a sanatarium for European troops at Maudiora, in the Punjab.—*Id.*

CEYLON.

A GLANCE over the local news or events of the past seventeen days, present fewer points of interest than usual, to which we can attract the attention of our Home readers. Loyal subjects of the British Crown though we be in Ceylon ; yet, the joyous event of which last mail brought tidings to our shores, called forth no public mark of celebration or rejoicing here. If we desire to find an excuse for our public indifference and sluggishness, perhaps we might do so, in the absence from the capital of His Excellency the Governor and the principal Officials ; who are still in Kandy, or Nuwera Ellia, enjoying a more bracing atmosphere at this most trying period of our hot season. We regret to say that Sir Charles MacCarthy has not been very well lately,—a journey he undertook to Badulla via Nuwera Ellia, for the purpose of examining the communications, &c., had to be suddenly broken off at Pusilawa, on account of illness. He is at present in Kandy and better as we learn. This, so soon after our Colonial Secretary's attack, would seem to show that up-country is not the most suitable place for official constitutions.

We are able at last, to lay before our home readers a return, of the coffee exports for the season so far, shewing a sensible increase over previous years and affording a pledge for the large out-

every object of moderate size was seen clearly with the naked eye.

At the height of three miles and a half Mr. Coxwell said my face was a glowing purple, and afterwards both our faces were very blue. At heights exceeding three miles the feet and tips of the fingers were very cold. The sky was of a deep prussian blue. When three miles high, on descending, Mr. Coxwell, forgetful of the fact of the grapnel having been exposed to a temperature of zero, incautiously took hold of it with his naked hands, and cried out, as in pain, that he was scalded, and he called on me to assist him to drop it. The sensation was exactly that of scalding water.

The blackness creeping over the land at sunset was very remarkable, while the sun was still shining upon us. The general results of this ascent confirm in a very remarkable degree those obtained from the preceding experiments, and indicate that very few more extreme high ascents will be necessary for this purpose.

I cannot close this account without again expressing my sense of the great skill and judgment of Mr. Coxwell. The circumstances of this ascent were peculiar. Leaving the earth early in the season, with a cold east wind, to pass high up into colder regions, he never for an instant, from leaving the earth to returning to it, took his eye off the balloon, except when otherwise engaged it its management; indeed, he was so completely occupied that he was unable to make a single note. The balloon descended at Barking Side, near Stratford, at half-past 6 o'clock.—I am, Sir, yours, &c.,

JAMES GLAISHER.

THE DISTRESS IN THE COTTON MANUFACTURING DISTRICTS.—RETURNS OF THE DISTRICT RELIEF COMMITTEES.

(From the Manchester Guardian, April 1.)

THE following returns of the operations of District Relief Committees during the past week have been furnished to us :—

District.	Week ending.	Families.	Individuals.	In evening Schools.	In Other Schools.	Total Expenditure.
	Mar.					£ s. d.
Ardwick	28	488	1643	311	238	116 2 0
Ashton (Borough)	28	4635	18540	2251	5694	951 13 1
St. Barnabas's	28	643	1876	97	274	84 14 0
All Souls', Ancoats	28	1300	4063	105	162	173 7 4
St. Peter's	28	850	2362	617	....	152 19 5
St. Michael's	28	903	2269	170	81	109 8 4
St. Catherine's and St. Oswald's	28	683	2331	224	59	108 19 4
St. Thomas's Red Bank	28	420	1583	70	65	69 11 5
Stackstead	28	381	1544	129	451	100 14 1
Newchurch, Rossendale	28	334	1234	51	382	78 7 7
Preston	28	7500	27000	1000	1000	1000 0 0

PRESTON.—The favourable turn in affairs at Preston, which we noticed the other day, continues. At the meeting of the Guardians yesterday, the Chairman stated that this week in the union of Preston there were on the parish books 9,021 cases, including 20,695 persons, whose relief had cost £1,639 1s. 11d. Compared with last week these figures show a decrease of 82 cases, and 1,076 persons. The Guardians have at present in their employ 4,702 able-bodied males and females, or 52 less than last week. At the meeting yesterday, a report was read from Dr. Buchanan, of the medical department of the Privy Council, who some time ago visited Preston for the purpose of making inquiries relative to the health of the females attending the Industrial Schools, it being stated that they were not so strong physically as could be desired. The report, however, was on the whole satisfactory in regard to those attending the schools of both the Relief Committee, and the Guardians. Relative to the Relief Committee, there has been a considerable decrease this week in the number of those on their books. The fever appears to be stationary. The same number of mills, 38, are closed this week as last. 5,824 operatives are working full time, 752 five days per week, 2,000 four, 784 three, 3,109 two, and 14,955 are totally unemployed. The number of unemployed last week was 14,952.

ASHTON-UNDER-LYNE.—The weekly meeting of the Board of Guardians was held on Monday, when it was stated that 28,050 persons had been relieved, at a cost of £1,164 19s. 9d. ; increase on the previous week 277, at a cost of £26 16s. 1d. Number of persons in the work-house, 379 ; corresponding week last year, 444. Vagrants relieved during the week, 17. The Chairman stated that the increase of persons relieved during the week was in consequence of the Relief Committees ceasing to relieve persons who were not factory operatives.

"S. G. O." AND MR. KINGSLEY ON THE DISTRESS IN LANCASHIRE.

THE *Times*, of yesterday, contains letters from Lord S. G. Osborne and the Rev. C. Kingsley on this subject. "S. G. O." deals at some length with Mr. Ellman's and their power to subscription that the distress should be met by a loan :—

It appears to me (he says) that the labourers under the loan must be either kept as now, which all wise men deprecate, or employed on enforced hard manual labour—*i. e.*, agricultural, roadmaking, draining, or such like work,—or they must be put to some trade work, which, not damaging, but rather holding in reserve their cotton skill, will enable them to feel conscious that they are again industrious men, earning the fruits of skilled industry. Is there at this moment any trade which will bear further pushing by throwing into it, say only 200,000 subsidised "hands?" How about the effect of this on the present workers at that trade, supposing it exists at all? We are not to help these men to emigrate, we are not to tempt them to field labour ; it is admitted we are doing worse than either by keeping them as they now are kept. Who will tell us how, poor creatures, they are to be kept? I think when the nation is asked to loan a few millions to keep up perforce the moral standard of near half a million of souls whose occupation is gone, those who ask the loan should favour us with some statement how the thing is to be done, especially as it is declared that sweat and skill capital is to be thus kept in force for the future purposes primarily of those who make the demand. Of one thing I am quite certain, until some plan of moral and industrial salvation is developed for the benefit of the "hands," it is most dangerous for the Mansion House Committee to in any way act to hinder the Guardians and Relief Committees in their work ; they are on the spot, they have had many months' experience, they know every dangerous element at work—and, let me say, not the least dangerous element exists in the weak folly of some very kind-hearted, well-educated people ; they have had to battle against imposition so long that we may assume them to be skilled judges in the matter. Their real difficulties are now beginning, for the knowledge of the "sum in hand," the moral certainty that voluntarily it has poor prospect of increase, naturally, as it makes them economical and frugal, tempts also the faculties of all of every degree who hope yet to get their share of profit out of it. Discontent is the demagogue's dunghill ; it turns him up as a foul fungus to show what evil spirits and evil time will breed. Popularity is his capital ; to get more and more of it he will trade on anything, everything, which will serve the purpose ; he will lie in the pulpit, lie at the "balls," lie at street corners wherever his own person is safe. What matters it to him who starve, who rob, who are ridden over by soldiery or knocked over by police? It will all make matter for sensation speaking,—that is his trade, paying little but in noisy tribute to his vanity ; but this vanity, this silly rule of men for an hour, is to him as dear at anything but his own dear person's safety. We must expect these creatures—expect their work ; but well does it become us to do all we can to render them harmless. We are as bad as they are if we yield to the result of their work any one principle it is thought right to adopt. I have no fear now, but that the Government and the nation generally are fully alive to the danger of the present state of [illegible] that some course will be taken, not only to [illegible] those who are doing the thankless duty of [illegible]rs, but also to the means to transfer some portion of the wasted labour to new fields of industry, [illegible], at the same time, any reasonable means of local [illegible]yment, to preserve the remnant ready for a happier

[illegible] KINGSLEY'S LETTER WE GIVE ENTIRE.

(To the Editor of the Times.)

[illegible].—The thing which must have happened has happ[illegible]. The Lancashire operatives have begun to consi[illegible]ons as their right, and to riot in consequence. I do not blame them much. It is but human nature. Our agricultural labourers would do so, and the cotton workers are neither better nor worse than they.

The Relief Committees, meanwhile, have found out that in administering alms they must use some of that strictness, not to say harshness, which Poor Law Boards have always found necessary, to prevent extravagance and imposition. Any guardian of the poor, any clergyman accustomed to distribute parish charities, could have told them that to this it must come—that the period of excited benevolence must pass, the period of stern facing of facts begin.

And what are the facts? That, as any well-read and thoughtful man ought to have foreseen, the American war is not ended, nor going to end ; that the cotton supply has not returned, nor is going to return ; that the labour-market of Lancashire will be for some years to come enormously overstocked ; that the manufacturers are inclined to take advantage of that overstocking, in order to lower wages when work shall recommence ; that they are therefore, most of them, opposed to any emigration movement among their workmen.

Now, they have a perfect right to use the glut of the labour-market for their own advantage, and to keep their workmen in England, provided only they do it at their own expense. But they have no right to do it at other men's expense.

Great Britain has given to them generously, nobly ; but she gave not for their use, but for the use of their workmen. I speak in the name of the whole British people when I say that these vast sums were not given to bolster up the cotton trade, but to find food and clothes for the cotton workers. Out of my own small parish of 800 souls, some eighty pounds, not to mention private subscriptions, have been sent, first and last, into Lancashire. I do not believe that eight shillings would have been sent if folks had thought that the ultimate effect of their gifts would be permanently to lower the wages, and therefore the comfort and civilization, of all the cotton hands of Lancashire. I speak for my own [illegible] believe it to be, in this matter, the type of every [illegible] in Great Britain.

The Manchester school have taught us (and we owe them hearty thanks for the teaching) that political economy is not a mere theoretical science, but a code of inevitable and active natural facts, which must be obeyed, because they will make themselves obeyed, and that one of these facts is that it is impossible to escape the law of supply and demand by bolstering up and protecting any trade whatsoever. The Manchester school have pointed, with a pardonable pride, to their own cotton trade as a proof that they were right. They have praised it as founded on the idea of free competition, of demand and supply left to adjust themselves by what are called "the laws of nature ;" and as thriving, from that very cause, to an extent unexampled in history. Be it so. There is a great deal to be said for their view. But how strange, how incredible to any but those who believe that political economists and manufacturers are made of much the same stuff as other men, to find them now beginning to demand alms for their trade, protection for their trade, violation of the laws of political economy for their trade, just because it has thriven by political economy without alms and without protection.

I entreat the British public to make the Relief Committees understand, once and for all that they will allow no such attempt ; that they will not see their gifts perverted to the injury of those whom they were meant to benefit ; that they will do all in their power to lighten the labour-market of Lancashire by enabling its people to emigrate to the colonies, where they will be healthier, happier, better, and richer than they have ever been at home ; and that if the manufacturers should hereafter need fresh hands, they must supply themselves, as they have done for years past, and very profitable to themselves, from Ireland. I entreat men like Lord Shaftesbury, "S. G. O.," the leaders of the National Colonial Emigration Society, and others, to whom the British public look (and deservedly) as their tried leaders in such good works, to see if they cannot organize forthwith a great Lancashire emigration. I entreat my countrymen to give to that emigration as much, or, if need be, twice as much as they gave last year for a less important and necessary object, important and necessary as that was ; to demand at once that a portion of what they have already given shall be employed for emigration purposes ; and to make Relief Committees understand that if their just wishes are not complied with they will cut off the supplies, and hold them responsible for what may ensue.

This matter is urgent. It allows neither of half measures nor of delay. A few months' hesitation, a few more sops of 500*l.* sent down from the Mansion-house to successful rioters, and England will have incurred the everlasting disgrace of having kept citizens at home on alms for the very purpose of permanently impoverishing them, while she had vast colonies waiting to be tilled ; and of having been forced, more monstrous still, to hew them down with cavalry (for that is what is coming) in order to persuade them to stay here and be poor. God avert from us that crime ! but it is near, even at the doors.—I am, Sir, your faithful servant,

CHARLES KINGSLEY.

A LETTER from Lord Shaftesbury has also been published which we subjoin :—

TO THE OPERATIVES IN THE COTTON DISTRICTS.

MY DEAR FRIENDS,—Day by day I receive the most gratifying proofs that you have not forgotten me ; and day by day, I may say, that I have you and yours in remembrance ; the long conflicts we substained together, and the happy issue of all our labours.

I have watched, with unspeakable admiration and gratitude, your wise and noble conduct under the greatest privations ; I have rejoiced to hear the testimony borne by every one to your practical good sense, Christian principle, and power of self-control. Often, while observing your heroic demeanour, and calling to mind your repeated assurances, in former years, that so soon as your grievances were redressed, disturbances and sedition would be banished from the manufacturing districts, I have left deeply and truly thankful that all the best years of my life had been devoted to do you service.

You may, then, imagine my sorrow and distress, when I read in the papers the accounts of the sad and shameful outbreak in one or two of your towns. I am sure that the great bulk of the operatives do not, and that they will not, join in such tumults or entertain such sentiments. But the world in general does not know you as well as I do ; and I tremble for the fair fame you have so fully and so justly acquired. Let me implore the sensible, steady, and true portion of the operative class (and it is the vast majority) openly to protest against such proceedings ; to warn these disturbers of our social peace, that, if they have grounds of complaint, this is not the way to obtain redress either from the administrators of the common fund or from the public at large. Intimidation and violence will be effectually and justly resisted ; but I feel as confident as I can feel of anything, that you have the warm and genuine sympathy of every one of your fellow-subjects ; and that perseverance in your patient and dignified conduct will, under God's blessing, obtain for you all the counsel and aid that it is in their power to bestow.—Believe me ever your sincere and affectionate friend,

London, March 26, 1863. SHAFTESBURY.

THE CAPTURE OF THE PETERHOFF.

THE agent for Lloyds at Matamoras, who was on board the Peterhoff when she was captured by a Federal cruiser, gives the following account of the seizure :—

The Peterhoff, Captain S. Jarman, left Falmouth for St. Thomas and Matamoras on the evening of the 27th of January. On the 20th of February we were boarded by a boat from a small schooner under the Dutch flag, which we took to be a pilot boat, but proved to be otherwise. Shortly after we observed a steamer approaching us which, when she got near, hoisted the United States flag. The Peterhoff had the British ensign flying, and was in no way concealing her name or the harbour of St. Thomas. Close to the shore of St. John's Island, the United States steamer fired a blank charge, and then a shotted gun. We had no sails set at that time, but the engine was immediately stopped. A boat from the United States steamer boarded us while in Danish waters. The boarding officer said he came from the United States steamer Alabama. He examined the Peterhoff's papers, and allowed her to proceed declining to endorse his visit and examination, on the plea that he had no authority to do so. The Peterhoff remained in St. Thomas's harbour, for the purpose of completing her supply of coal, till the 25th of February. During her stay, Admiral Wilkes, of Trent notoriety, arrived in harbour with the United States steamer Washusetts and Onelda, and declared publicly that the Alabama should have made a prize of the Peterhoff. In going out of the harbour it was found that the engine was disabled, and the ship stood out under easy sail. Outside we saw the United States steamer Vanderbilt coming up under steam. She exchanged signals with the Admiral's flagship, and, as we heard afterwards, was ordered to overhaul us. At two p.m. a boat boarded us, the officer remained below about three quarters of an hour examining the ship's papers. He left for the Vanderbilt, directing the Peterhoff to be kept hove to till he returned, when he stated that he would have sufficient satisfactory, and requested Captain Jarman to go on board the Vanderbilt with the ship's papers, &c. saying that he was authorised to say that if Captain Jarman refused an armed boat's crew would be sent to take him by force. Captain Jarman said he held a commission in the royal naval reserve, and had in charge Her Majesty's mail for Matamoras ; that he would not leave his ship, especially after the threat which had been held out, but they were welcome to come on board, examine the papers, and search the ship. The boat left, Captain Jarman assuring the officer in charge that his papers were open to the inspection of any officer sent from the Vanderbilt, but that he would not allow them to be taken, nor would he leave his ship with them unless compelled by force to do so. At four p.m. we were boarded by two armed boats from the Vanderbilt, and Lieutenant Alexander, United States navy, took temporary charge of the Peterhoff till the Vanderbilt could communicate with St. Thomas. The Vanderbilt immediately steamed back to St. Thomas. At five minutes past seven, Lieutenant Alexander ordered Captain Jarman, his mate, and all the passengers to go down to the cabin and to remain their. An armed sentry was placed on guard over us. Nine p.m.—Again boarded by a boat from the Vanderbilt. Officer came down stairs into the cabin to deliver a message from Captain Baldwin, United States navy, to Captain Jarman to give up his papers, that they might be sent on board with them. Captain Jarman said he would not give up his papers to any one but the British Consul, or to his order ; that he would not give them up to be taken out of the ship, nor would he leave her himself unless compelled by force to do so ; that they were all at his service to be examined on board the Peterhoff, and that Captain Baldwin might send him or any number of officers to make the examination. 9 50 p.m. Boat came again from the Vanderbilt ; officer with Capain Baldwin's compliments, and wishes to have the papers of the ship. Captain Jarman declined to let them go out of the vessel, when the officer took possession of the Peterhoff in the name of the United States, and declared that Captain Jarman was no longer in command, and that he and all the passengers were to remain confined to the cabin. Another officer was sent down to demand that all arms in possession of Captain Jarman and passengers should be given up threatening search in case of refusal. Accordingly, several pistols and knives were given up and sent on board the Vanderbilt. About eleven p.m. Captain Jarman wrote Captain Baldwin that he considered the capture of the Peterhoff to be an illegal act, as her papers had been examined and passed by the Alabama a few days previously, and that, as he had Her Majesty's mails for Matamoras on board, he requested that, to avoid delay in their delivery Captain Baldwin would deliver them to Her Majesty's Consul at St. Thomas, so that he might send them on. At ten minutes past midnight an officer boarded with a verbal message from Captain Baldwin, who sent his compliments, and that he did not feel authorised to take any part of the freight out of the ship. Next morning the Vanderbilt left us, and the Peterhoff made sail for Key West, in charge of the prize officers and crew. I have thus far narrated the voyage of the Peterhoff, which vessel, loaded with goods not contraband of war and having had her papers examined and passed in London, Plymouth, and Falmouth, has been fired at and overhauled in Danish waters by the United States steamer Alabama, by which vessel her papers were passed. On leaving St. Thomas she had the certificate of Acting Consul Mr. Ball, and, nevertheless. was overhauled just outside the ports by the United States steamer Vanderbilt. I have learned from the prize captain that Captain Baldwin wished to let her go, but was compelled to take possession by express orders from Admiral Wilkes.

The probability is that the vessel will be immediately released. A British brigantine, the Magicienne, which had been seized just previously under analogous circumstances, having already been surrendered; but, says the *Times*, "there remains the question, not only of damages, but of the necessity for obtaining a guarantee against a repetition of such discreditable proceedings."

Auction Announcements.

MESSRS. FRANCIS & CO.

THIS DAY, TUESDAY, the 28th inst., Messrs. FRANCIS & Co. will sell by Public Auction, at their Rooms, a large quantity of Grey Shirtings, Madapollams, and Jaconets, White Muslin, Black Venetian Cloth, Colored Chintz, T. Red Cloth, one case Plated, Covered, and Brass Single and Double Harness by Wm. Mirrilees & Co., 1 Case ditto, by Chawner and Newman, also Hunting Gentlemen's and Lady's Saddles, 1 case Oil Tumblers, 4 cases Japanned Roan and Enamelled Hides, few dozen of Porter, and Sundry other articles.

On WEDNESDAY next, the 29th instant, Messrs. FRANCIS & Co. will sell by Public Auction, at 11 A.M., by order of Messrs. Hormusjee Jamsetjee Batteewalla Sons & Co., at Apollo Road, Colaba, in the jaitha of Heerjee Nursey—

51 Candies of new Ferozpore Cotton, on account and risk of Sha Maljee Sewjee.

On THURSDAY the 30th instant, Messrs. FRANCIS & Co., will sell by Public Auction, at 11 A.M., on the Premises, No. 20, Gilder's Street, Grant Road, near Tardeo, the Printing Presses, Types, and all the materials necessary for getting up a Printing Office, consisting of—

2	Columbian Presses.	About 400 lbs. Bourgeois.
1	Wooden Printing Press.	„ 400 do. Small Pica.
1	Hand Bookbinder's Press.	„ 300 do. Long Primer.
2	Iron Ink-stands.	„ 200 do. Minion.
1	Wooden Inkstand.	„ 100 do. Pica Antique.
53	Pairs Cases.	„ 150 do. Nonpariel.
1	Case Brass Rules of sizes.	„ 40 do. Pica Black.
15	Wooden Stools for Compositors.	„ 50 do. Great Primer.
6	Rollers of sizes.	„ 50 do. Long Primer German Text.
1	Rack of Cases.	„ 30 do. Script.
2	Do. for Gallies.	„ 10 do. Flowers and Borders.
2	Office Tables.	
2	Office Chairs.	„ 400 do. Lead thick and thin of sizes.
37	Brass Column Rules.	
12	Ships.	„ 100 do. Extra Quadrats of sorts.
55	Gallies of sizes.	
140	Glazed Boards.	„ 30 do. Pica Old English.
6	Wooden Horses for Cases.	
5	Wooden Benches.	„ 40 do. Double Pica Old English.
6	Boards for lifting forms.	
17	Iron Chases.	„ 250 do. Thorn a n u t, Quotations, Furniture and Justifiers. &c.
1	Iron Lead Cutter.	
2	American Inkstands.	
About 300 lbs. Brevier. &c.		

The above are now on view.

On SATURDAY, the 3rd May 1863, Messrs. FRANCIS & Co. are instructed to dispose of by Public Auction, at 44 o'clock P.M. a house situate at the Churney Lane or Dhookurwaddy, Girgaum Road, assessed by the Collector of Land Revenue, under No. 23, and bounded as follows, on the North by the house of Jose' Pereira, on the South by the Oart of the Hon'ble Juggonath Sunkersett, the East by one of the houses of the Hon'ble Juggonath Sunkersett, and on the West by a portion of the Public Passage of the Churney Lane.

For further particulars apply to the Surviving Executor Mr. Francis A. Lopes, Kalbadevie.

FOR SALE ON COMMISSION.

Beanjolais Wine, at Rs.15 per dozen.
Millinery, consisting of Muslin and Lace Shawls.
Saddlery, by MacNaghten and William Mirrlees & Co. of Glasgow, and Edward Adams, of London.
Cordage, about 80 Coils Hemp Rope.
Carriage Linings, Oil Carpets for Floor and Staircases.
Wire Netting, suitable for Garden enclosures.
Superior Hair Oil.
De Jongh's Cod Liver Oil.
N. B.—Messrs. Ritchie, Steuart & Co. have kindly permitted us to state that reference may be made to them.

FRANCIS & Co.

Forbes Street, Bombay, 28th April 1863.

CRAWFORD & Co., 3, Marine Street, Bombay.

SALE OF BUGGALOW "TOWKLEY."

THIS DAY, TUESDAY, the 28th inst., at 3 P.M., Messrs. CRAWFORD & Co. will submit to Public Auction, the Buggalow *Towkley*, with Masts, Yards, Sails, Anchor, Cable, Boat, &c., of 735 Candies burden, as she now lies near the Mazagon Dock yard. For further particulars and inspection of the list of Stores, apply to the undersigned.

SALE OF SHOLAPORE & KHANDEISH LINSEED.

TO-MORROW, WEDNESDAY, the 29th instant, at 3 P.M., Messrs. CRAWFORD & Co. will submit to Public Auction, at Parcatham, near Munjid Bunder, on account and at the risk of Thucker Khimjee Doongersey, the first purchaser, by order of Thucker Chuttoorbhooj Nursey,

1,101 Cwt. Sholapore and Khandeish Linseed.

SALE OF THE BRIG "PAULINE."

TO-MORROW, WEDNESDAY, the 29th instant, at 3 P.M., Messrs. CRAWFORD & Co. will submit to Public Auction, at their Rooms, the good Brig *Pauline*, with her Masts, Yards, Sails, Anchors, Cables, &c. &c., as she lies in the harbour of Bombay.

This Vessel as per register was built of Teak in Cochin in 1855-56, is copper-fastened, and was reSheathed with yellow Metal in 1861. She has just returned from a voyage to Singapore, thence to Calcutta, thence to Batavia and back, and is in a suitable condition for sea.

N. B.—A list of the Stores may be seen on application.

SALE OF LANDED PROPERTY AT LOWER COLABA.

By order of the owner.

THIS DAY, TUESDAY, the 28th instant, at 4 P.M., Messrs. CRAWFORD, & Co. will sell by Public Auction, on the premises, by order of the owner, all that piece of Fazendaree Ground, belonging to ANARDUN BALAJEE SEET, with the Bungelow standing thereon, situate at Lower Colaba, admeasuring 38 feet 10 inches in length, and 51 feet and 4 inches in breadth, assessed under No. 283, bounded on the East by the public passage, on the West by public road leading to the Light House, on the North by the house of Mr. T. Ginger, and on the South by that of Mr. F. S. Boulton.

For further particulars and inspection of plan, apply to the Auctioneers.

SALE OF HOUSEHOLD FURNITURE AT MALABAR HILL.

On THURSDAY, the 30th instant, Messrs. CRAWFORD & Co. will sell by Public Auction, at his residence, No. 72, Malabar Hill, the Household Furniture, Plated, Glass and Porcelain Ware, &c. &c., of the Rev. R. F. COLVIN, (changing his residence), the same comprising Carved Black wood Drawing Room, Dining, Folding, and Arm Chairs, Round and Work Pier, Camp, Writing, Dressing, and Washing Tables, Cleopatra, Conversation, and Reclining Couches, Cheffonier, Screens, Book Cases with Glass Doors, Hat Stand, Side Board, Sofas, Ottomans, Chairs, Settee and Cane Drawing, Camp and Baby's Cots, a Substantial Plate Chest, Tea Poys, neatly worked Ivory, and Carved Sandlewood Envelope Cases, Portfolios, Inkstand, and Card Baskets, a Mahogany Square Pianoforte, by *Spring & Co.*, Hamburgh, in perfect order, a very pretty French 15-day Clock, with Glass Dome, and a pair of Side Ornaments to match, Glassware, and Decanters, a White Blue-Border Dinner Service for 12, a Gold and Blue Border Tea Service for 12, a Green and White Dessert Do. for 12, Plated Hot Water Curry Dishes, Cruet Frames, Candlesticks, Bottle Stand, Butter Pot, Tea Urn, Hanging, Table, and Kitchen Lamps, Cooking Utensils, Dispense Room Furniture, &c. &c.

AT 1 P.M.

A strong Riding Pony.
A Gentleman's Saddle and Bridle.
A Lady's ditto by Peat.
The property of another gentleman, a strong Shigram Horse.
Catalogues are published, and may be had on application ; the property is now on view.

USUAL AUCTION SALE.

On MONDAY, the 4th May, Messrs. CRAWFORD & Co. will sell by Public Auction, at their Rooms, a quantity of Grey, Bleached, and Colored Shirtings, Twists, &c. &c.

And on account and at the risk of Nundram Rowjee,

B		
[illegible]	725, 730—200	Pieces T. Red Jaconets.
„	833, 834 } 835, 852 }	400 do. do. do.

TO LET FROM 1ST JUNE TO 30TH SEPTEMBER

An Upper-roomed House furnished, situate at Mazagon. Rent moderate.

FOR SALE ON COMMISSION.

PRINCES PATTERN PARK PHAETON.

A beautiful little Carriage of this form is also for sale, warranted sound and strong from the Builders (Jno. Barton & Sons), is warranted strong, and of the best materials, and is recommended as a good description of conveyance for Poona in the approaching monsoon where strength and lightness in a conveyance is a great desideratum.

SHERRY.

Fine English-bottled Brown Dinner Sherry, at Rs. 15 per dozen. To close an account.

WINES.

Good Sherry ..... Rs. 18 per doz.
Bernard and Co.'s finest Cherry Brandy—
In quarts ..... Rs. 13 per doz.

Bombay, 28th April 1863. CRAWFORD & Co.

DINSHAW HORMUSJEE & CO.

SALE OF DAMAGED GUNNIES.

On THURSDAY, the 30th instant, Messrs. DINSHAW HORMUSJEE & Co. will sell by Public Auction, at their Rooms, on account of the concerned.

2,500 Damaged Gunnies.

WEEKLY SALE.

On SATURDAY, the 2nd proximo, Messrs. DINSHAW HORMUSJEE & Co. will sell by Public Auction, at their Rooms, 7 Cases of Fresh Oilmanstores, just landed per *Hadassah*, by J. T. Morton, from London, containing as follows :—

Tins of Arrowroot, Abernethy, Queen and Captain Biscuits, Fresh Salmons and Herrings, Hams and Bacons, Petit Pois and Gros, Mushrooms, Sausages and Sardines, Asparges, North Wiltshire Cheeses, Ginger, Lemonade, baking and violet Powders, Candles and best yellow Soaps, Glass Jars of Oranges and Lemon, Chips and Figs, Crystalized Fruits, Mustard and Salad Oil, Isinglass, mixed and Walnut Pickles, Mushroom and Walnut Catchup, Reading and Worcester Sauce, French Olives, &c.

Also few Cases of assorted Gosnell's Soaps, Sets of Brass mounted new Buggy Harness, Pairs of plated Carriage Lamps, Axle-trees, Envelopes of sizes, &c.

25 Dozens of Mosloe or Champagne.
2,500 Damaged Gunnies.
22 Dozens Modoc Claret.
100 Dozens best English-bottled Stewart's Sherry.
Glassware, Copper Cooking Utensils, Side Board, Presses, Couches, Toilet Glasses, &c.

AUCTION SALE OF HOUSEHOLD FURNITURE, PHAETON, AND HORSE, &c. AT BYCULLA.

TO-MORROW, WEDNESDAY, the 29th instant, Messrs. DINSHAW HORMUSJEE & Co., will sell by Public Auction, at his residence, Byculla, next to Rahimtoola Sullimon, the property of MR. WALTER ABRAHAM, (changing his residence) the same comprises Frosted Glassware, Dinner, and Tea set, handsomely Carved Furniture, such as Circular and Dining Tables, Conversation and Sofa Couches, Chiffoniers, Pier Tables, Teapoys, Priedieu and Easy Chairs, Drawing Room and Arm Chairs, Square Pianoforte, Carved Bedstead, few Engravings in Maple Frames, Bronze 4 Light, and Table Argand Lamps, Hyderabad Rugs, Vases and Statuary, Clock, and Dispense Articles, &c.

AT 1 P.M.

One light Phaeton, with a House and Harness.
No Catalogues, and the property is now on view.

AN AUCTION SALE OF VALUABLE HOUSEHOLD FURNITURE, CARRIAGES, HORSES, &c., AT MALABAR HILL.

On or about the 16th proximo, Messrs. DINSHAW HORMUSJEE & Co., are instructed to submit to sale by Public Auction, at his residence, Malabar Hill, all the valuable Household Furniture, Carriages, Horses, &c. of the Hon'ble H. Hennant, Esq., (proceeding to Europe.) See particulars in *Gazette* of the 20th instant.

DINSHAW HORMUSJEE & Co.

No. 10, Forbes Street, Bombay, 18th April 1863.

GREAT INDIAN PENINSULA RAILWAY.

[From April 1863, and until further notice.]

TIME TABLE,

SHOWING THE TIME ABOUT WHICH THE TRAINS MAY BE EXPECTED TO ARRIVE AT, AND DEPART FROM, THE SEVERAL STATIONS.

NOTICE.—Bombay time is kept at all Stations on the Railway. The Doors of the Booking Offices will be closed five minutes earlier than the times mentioned in the following Tables, after which no person can be admitted. To insure personal Luggage being booked to be forwarded by Passenger Trains, it must be delivered at the Stations at least fifteen minutes earlier than the times mentioned.

DOWN TRAINS.

Miles.	STATIONS.	Wk. days & Sundays	Wk. days & Sundays	Week days only.	Week days only.	Week days only.	Week days only.	Week days only.	Sundays only.	Sundays only.	Sundays only.	Sundays only.
		A.M.	P.M.	A.M.	A.M.	P.M.	P.M.	P.M.	A.M.	A.M.		P.M.
	BOMBAY ..... Dep.	9 0	9 0	7 45	8 0	2 30	5 25	5 38	8 45	10 0	...	2 30
24	Byculla ..... „	9 22	9 20	8 0	8 22	2 45	5 37	5 53	9 0	10 22	...	2 45
5½	Dadar ..... „	...	...	8 13	8 35	...	5 45	...	9 13	...	...	2 56
8	MAHIM ..... Arr.	...	...	8 22	...	...	6 0	...	9 22	...	...	3 10
9¼	COORLA ..... Dep.	9 45	9 38	...	8 50	...	...	6 14	...	10 45	...	...
16¾	Bhandoop ..... „	...	...	...	9 15	...	...	6 38	...	11 12	...	...
20¼	Tannah ..... „	10 27	10 10	...	9 33	3 31	...	7 10	...	11 30	...	...
33¼	CALLIAN ..... Arr.	11 5	10 43	...	10 10	4 5	...	8 0	...	12 5	...	...
	CALLIAN ..... Dep.	...	10 55	...	10 13	...	...	...	...	...	...	...
40	Titwalla ..... „	...	11 20	...	10 40	...	...	...	...	...	...	...
49¼	Wassind ..... „	...	11 50	...	11 15	...	...	...	...	...	...	...
53¾	Shapoor ..... „	...	12 3	...	11 35	...	...	...	...	...	...	...
66¾	Khurdee ..... „	...	12 45	...	12 20	...	...	...	...	...	...	...
75	KUSSARAH ..... Arr.	...	1 20	...	12 50	...	...	...	...	...	...	...

THULL GHAUT 11¼ MILES.

	EGUTPOORA ... Dep.	...	6 30	...	P.M. 6 0	...	...	...	...	...	...	...
90¾	Nandore ..... „	...	7 20	...	...	...	...	...	...	...	...	...
106¾	Deolalee for Nassick ..... „	...	8 10	...	7 20	...	...	...	...	...	...	...
126	Niphar ..... „	...	9 15	...	...	...	...	...	...	...	...	...
136¾	Lasulgaum ..... „	...	9 50	...	...	...	...	...	...	...	...	...
152	Munmar ..... „	...	10 40	...	...	...	...	...	...	...	...	...
167¾	Nandgaum ..... „	...	11 45	...	...	...	...	...	...	...	...	...
193¾	Chalisgaum ..... „	...	1 25	...	...	...	...	...	...	...	...	...
205¾	Kujgaum ..... „	...	2 35	...	...	...	...	...	...	...	...	...
221¾	Pachora ..... „	...	3 35	...	...	...	...	...	...	...	...	...
231	Myjee ..... „	...	4 5	...	...	...	...	...	...	...	...	...
237¾	Mussawud ..... „	...	4 40	...	...	...	...	...	...	...	...	...
250¾	JULGAUM ..... Arr.	...	5 30	...	...	...	...	...	...	...	...	...
	CALLIAN ..... Dep.	A.M. 11 12	P.M. 10 50	...	...	4 10	...	...	...	...	...	...
41¾	Badlspoor ..... „	11 40	11 15	...	...	...	...	...	...	...	...	...
53¾	Narel ..... „	12 25	12 0	...	...	5 5	...	...	...	...	...	...
62¾	Dyolee ..... „	12 42	12 25	...	...	...	...	...	...	...	...	...
71	CAMPOOLEE ... Arr.	1 15	12 45	...	...	5 50	...	...	...	...	...	...

BHORE GHAUT 6 MILES.

Miles.	STATIONS.	Wk. days & Sunday	Wk. days & Sundays	Week days only	Week days only	Week days only	Week days only	Week days only	Sundays only.	Sundays only.	Sundays only.	Sundays only.
		P.M.	A.M.			P.M.						
	KHANDALLA ... Dep.	12 15	4 0	...	...	8 20	...	...	...	...	...	...
73¼	Lanowlee ..... „	4 35	4 20	...	...	8 40	...	...	...	...	...	...
83	Kirkulla ..... „	5 0	...	...	...	...	...	...	...	...	...	...
91¾	Tullilgaum ..... „	5 35	...	...	...	...	...	...	...	...	...	...
109	Kirkee ..... „	6 25	6 15	...	...	10 10	...	...	...	...	...	...
112¾	POONA ..... Arr.	6 40	6 25	...	...	10 20	...	...	...	...	...	...
	POONA ..... Dep.	...	7 30	...	...	...	...	...	...	...	...	...
130¾	Solopore ..... „	...	8 15	...	...